

IN THE SUPREME COURT OF THE STATE OF NEVADA

MARLON LORENZO BROWN,
Appellant(s),

vs.

MIKE SLYMAN, AN INDIVIDUAL;
EASY BAIL, LLC, A NEVADA LIMITED
LIABILITY COMPANY; AND
AMERICAN SURETY COMPANY,
Respondent(s),

Electronically Filed
Feb 21 2020 12:26 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

Case No: A-19-790945-C

Docket No: 79971

RECORD ON APPEAL

ATTORNEY FOR APPELLANT
MARLON BROWN #1209358,
PROPER PERSON
P.O. BOX 208
INDIAN SPRINGS, NV 89070

ATTORNEY FOR RESPONDENT
DUSTIN R. MARCELLO, ESQ.
601 LAS VEGAS BLVD., SOUTH
LAS VEGAS, NV 89101

I N D E X

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I N D E X

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FILED 5/6

MAR 12 2019

[Signature]
CLERK OF COURT

Marlon Brown #1209358
HNSP P.O. Box 650
Indian Springs, NV 89070

Eighth Judicial District Court
Clark County, Nevada


Marlon Brown Plaintiff
v
Michael Slyman / Defendants
Easy Bail LLC
American Surety Co

Case # A-19-790945-C
Dept # XIX11

Civil Action

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CLERK OF THE COURT

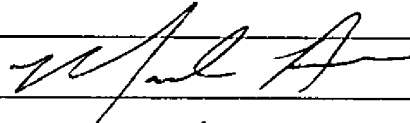
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CLERK OF THE COURT

A-19-790945-C
ICOMP
Inmate Filed - Complaint
4821841


This is a civil action to recover damages arising from the actions of the defendants. In May 2016, the defendants posted a bail bond for myself (Martin Brown). The bail bond agreement was between a friend of mine (Marlo Childes) and the defendants. Marlo Childes gave the defendants \$15,000⁰⁰ toward the premium of the bond and my vehicle being a 2006 Aston Martin Db9 VIN#ScfAD81A069A05994 to hold onto pending another \$10,000⁰⁰ payment once I was released from custody. Once released from custody, I went to make the \$10,000⁰⁰ payment and retrieve my vehicle from the defendants when I was told over the phone by the defendants that my vehicle would not be released because it has an out of state title and could not be legally accepted as collateral due to this because a lien could not be placed on the vehicle. The defendants never met with me to put anything in writing concerning an agreement for the bond premium nor a collateral agreement concerning my vehicle. Many unsuccessful attempts were made to recover my vehicle from the defendants with negative results. One of these attempts was a complaint with Nevada Department of Insurance. Upon their investigation it was found the defendants had transferred ownership of my vehicle to Michael Slyman. This was done using a non-valid title with a forged signature of my name on it which is completely fraudulent. Upon further investigations I found the vehicle had been moved out of state in violation of NRS 697.320(1). Defendants are sued for damages resulting from their forementioned actions in the amount greater than \$15,000⁰⁰.

I declare under the penalty of perjury the foregoing is true and correct.

2/12/19

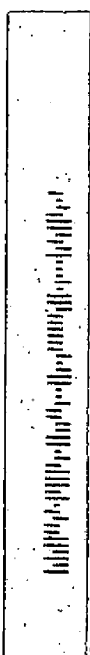


Marlon Brown #1209358

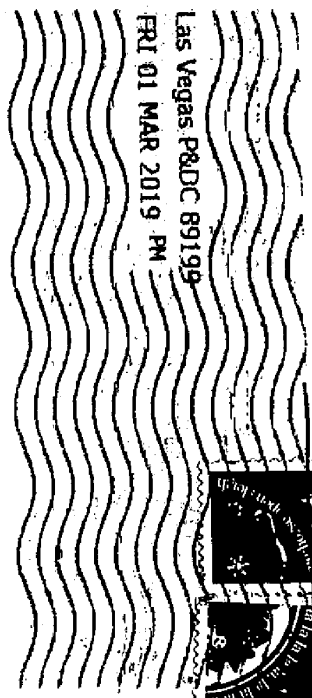
HDSP P.O. Box 650

Indian Springs, Nevada 89070

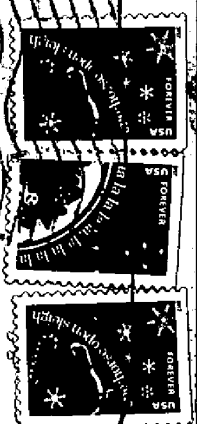
Marlon Brown # 1209358
HDSO P.O. Box 650
Indian Springs, NV 89070



Clerk of the Court
200 Lewis Ave
Las Vegas, Nevada 89155



Las Vegas P&DC 89199
FRI 01 MAR 2019 PM



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UNIT 7 A/B

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APR 25 2019


CLERK OF COURT

Marlon Lorenzo Brown #1209358

SDCC P.O. Box 208

Indian Springs, Nevada 89070

Pro Se

Eighth Judicial District Court
Clark County, Nevada

Marlon Brown Plaintiff

Case # A-19-790945-C

v

Def # XX11

Michael Slyman

Easy Bail Inc

American Surety Company Defendants

Affidavit of Service

4/22/19

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APR 25 2019

CLERK OF THE COURT

OFFICE OF THE SHERIFF
CLARK COUNTY DETENTION
CIVIL PROCESS SECTION

MARLON BROWN)

PLAINTIFF)

Vs)

MICHAEL SLYMAN, EASY BAIL, LLC,)

AMERICAN SURETY COMPANY)

DEFENDANT)

7:0945
CASE No. A-19-~~994048~~-C
SHERIFF CIVIL NO.: 19002127

AFFIDAVIT OF SERVICE

STATE OF NEVADA)

) 331

COUNTY OF CLARK)

KENNETH ROSS, being first duly sworn, deposes and says: That he/she is, and was at all times hereinafter mentioned, a duly appointed, qualified and acting Deputy Sheriff in and for the County of Clark, State of Nevada, a citizen of the United States, over the age of twenty-one years and not a party to, nor interested in, the above entitled action; that on 3/23/2019, at the hour of 9:00 AM, affiant as such Deputy Sheriff served a copy/copies of SUMMONS AND COMPLAINT issued in the above entitled action upon the defendant MICHAEL SLYMAN, et al., named therein, by delivering to and leaving with LINDA GUTIERREZ, PERSONAL INJURY SECRETARY at PITARD & FUMIO, personally, at 601 S LAS VEGAS BOULEVARD LAS VEGAS, NV 89101 within the County of Clark, State of Nevada, copy/copies of SUMMONS AND COMPLAINT

I, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.

DATED: March 23, 2019.

Joseph M. Lombardo, Sheriff

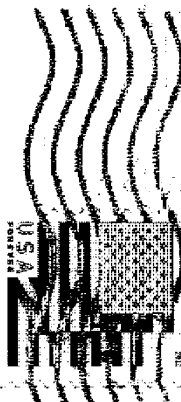
By: Kenneth R. Ross 9554
KENNETH ROSS
Deputy Sheriff

RECEIVED
APR 25 2019
CLERK OF THE COURT

301 E. Clark Ave. #100 Las Vegas, NV 89101 (702) 455-5400

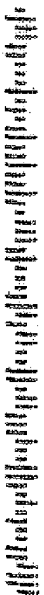
Marlene Brown #1209358
SDCC P.O. Box 208
Indian Springs, Nevada 89070

LAS VEGAS NV 890
23 APR 2019 PM 5 L



Clerk of the Court
200 Lewis Ave
Las Vegas, Nevada 89155

89101-630000



SOUTHERN DESERT
CORRECTIONAL CENTER

APR 22 2019

OUTGOING MAIL

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FILED

APR 30 2019

Marlon Lorenzo Brown #1209358

SDCC P.O. Box 208

Olga Williams
CLERK OF COURT

Indian Springs, Nevada 89070

Pro Se

Eighth Judicial District Court
Clark County, Nevada

Marlon Brown, Plaintiff

Case # A-19-790945-C

✓

Det # XX11

Michael Slyman

Easy Bail Inc

American Surety Company, Defendants

Motion to request default Judgment

4/22/19

CLERK OF THE COURT

RECEIVED
APR 29 2019

A-19-790945-C
MOT
Motion
4833038



I Marlin Brown, the Plaintiff in this matter request an order of default judgement to be entered against the Defendants Michael Slyman, Easy Bail Inc, and American Surety Company in this matter. The Defendants were served a copy of the Complaint and Summons to appear and answer by the Clark County Sheriff's Office Deputy Sheriff Kenneth Ross on 3/28/19 at 9:00am. A copy of the Complaint/Summons was left with Linda Gutierrez, Personal injury Secretary at Pitarcob Farms 601 S. Las Vegas Blvd Las Vegas, Nevada 89101 at this time.

According to NRCP 4, the defendants had 20 days to respond to the Complaint, exclusive of the day of service. The 20th day was 4/17/19. The Defendants failed to respond in the allotted time. The relief requested in the Complaint was monetary damages for the unlawful transfer of ownership of my vehicle, and transfer and sale of my property out of this State without my permission, in violation of Nevada Statute NRS 697.320. Compensatory damages are sought in the amount of \$75,000⁰⁰ and punitive damages in the amount of \$225,000⁰⁰, for a total of \$300,000⁰⁰. These damages are for the replacement cost of my property and the intentional unlawful and malicious actions of the Defendants.

I Declare under the penalty of perjury the foregoing is true and correct to my knowledge.

4/22/19


Marlin Brown Plaintiff

EXHIBIT “A”

**OFFICE OF THE SHERIFF
CLARK COUNTY DETENTION
CIVIL PROCESS SECTION**

MARLON BROWN)

PLAINTIFF)

Vs)

MICHAEL SLYMAN, EASY BAIL LLC,)
AMERICAN SURETY COMPANY)

DEFENDANT)

790945
CASE No. A-19-791048-C
SHERIFF CIVIL NO.: 19002127

AFFIDAVIT OF SERVICE

STATE OF NEVADA }

} ss:

COUNTY OF CLARK }

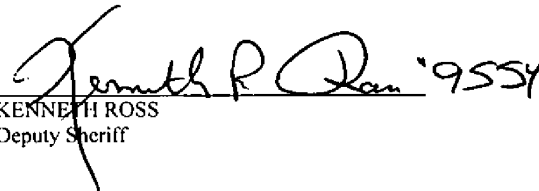
KENNETH ROSS, being first duly sworn, deposes and says: That he/she is, and was at all times hereinafter mentioned, a duly appointed, qualified and acting Deputy Sheriff in and for the County of Clark, State of Nevada, a citizen of the United States, over the age of twenty-one years and not a party to, nor interested in, the above entitled action; that on **3/28/2019**, at the hour of **9:00 AM**, affiant as such Deputy Sheriff served a copy/copies of **SUMMONS AND COMPLAINT** issued in the above entitled action upon the defendant **MICHAEL SLYMAN, et al.**, named therein, by delivering to and leaving with **LINDA GUITERREZ, PERSONAL INJURY SECRETARY at PITARO & FUMO**, personally, at **601 S LAS VEGAS BOULEVARD LAS VEGAS, NV 89101** within the County of Clark, State of Nevada, copy/copies of **SUMMONS AND COMPLAINT**

I, DECLARE UNDER PENALTY OF PERJURY UNDER THE LAW OF THE STATE OF NEVADA THAT THE FOREGOING IS TRUE AND CORRECT.

DATED: March 29, 2019.

Joseph M. Lombardo, Sheriff

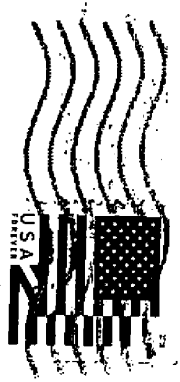
By:


KENNETH ROSS
Deputy Sheriff

301 E. Clark Ave. #100 Las Vegas, NV 89101 (702) 455-5400

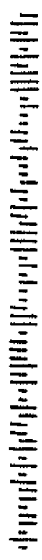
Marlon Brown #1209358
SDCC P.O. Box 208
Indian Springs, NV
89070

LAS VEGAS NV 890
29 APR 2019 PM 3 L



Clerk of the Court
200 Lewis Ave
Las Vegas, Nevada
89155

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OUTGOING MAIL
APR 23 2019
SOUTHERN DESERT
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1 **MTN**
2 DUSTIN R. MARCELLO, ESQ.,
3 Nevada Bar #10134
4 **PITARO AND FUMO LAW OFFICES**
5 601 Las Vegas Blvd. South
6 Las Vegas, Nevada 89101
7 Phone: (702) 474-7554 Fax: (702) 474-4210
8 Email: kristine.fumolaw@gmail.com
9 Attorneys for Defendants Mike Slyman, d/b/a Easy Bail LLC, and American Surety Company

10
11 **DISTRICT COURT**
12
13 **CLARK COUNTY, NEVADA**

11 MARLON LORENZO BROWN, an individual,)
12)
13 Plaintiff,)
14)
15 vs.)
16)
17 MIKE SLYMAN, an individual;)
18 EASY BAIL, LLC, a Nevada Limited Liability)
19 Company in Nevada, and American Surety)
20 Company)
21)
22 Defendants.)
23)
24)
25)
26)
27)
28)

CASE NO.: A-19-790945_C
DEPT. NO.: XXII

MOTION TO DISMISS OR
MOTION TO STRIKE
PURSUANT TO NRCP 12

21 **COMES NOW**, the Defendants Mike Slyman, Easy Bail, LLC., and American Surety
22 Company, by and through their attorney, DUSTIN R. MARCELLO, ESQ., hereby request the
23 Court dismiss the complaint for failure to state a claim on which relief can be granted and/or
24 more definite statement.
25
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1 This motion is based on the complaint, filing and pleadings herein, the attached
2 memorandum of points and authorities and any oral argument deemed necessary by this
3 honorable court.
4

5 Respectfully submitted this 24th day of April 2019.

6
7 /s/ Dustin R. Marcello
8 DUSTIN R. MARCELLO, ESQ.
9 Nevada Bar #10134
10 PITARO and FUMO LAW OFFICES
11 601 Las Vegas Blvd. South
12 Las Vegas, Nevada 89101
13 Attorneys for Defendants

14
15 **NOTICE OF MOTION**

16 TO: Marlon Lorenzo Brown, ID 2633113, Plaintiff:

17 YOU WILL PLEASE TAKE NOTICE that the undersigned requests that the above-
18 entitled matter(s) be placed on calendar on ____ day of _____, 2018 at
19 A.M., in Department No. 22.

20 Respectfully submitted this 24th day of April 2019.

21
22 /s/ Dustin R. Marcello
23 DUSTIN R. MARCELLO, ESQ.
24 Nevada Bar #10134
25 PITARO and FUMO LAW OFFICES
26 601 Las Vegas Blvd. South
27 Las Vegas, Nevada 89101
28 Attorneys for Defendants

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1 Nevada Rule of Civil Procedure 12(b)(5) provides for the defense of the “failure to state
2 a claim upon which relief can be granted” *Gull v. Hoalst*, 77 Nev. 54, 359 P.2d 383 (1960).
3 Such a motion tests the legal sufficiency of the claim set out against the moving party.
4 “Dismissal is proper where the allegations are insufficient to establish the elements of a claim
5 for relief.” *Stockmeier v. Nevada Dept’ of Corrections*, 123 Nev. ___, 183 P.3d 133, 135 (2008)
6 (quoting *Hampe v. Foote*, 118 Nev. 405, 408, 47 P.3d 438, 439 (2002). If all of the party’s
7 allegations are accepted as true and still do not justify any relief, the trial court should properly
8 dismiss the claims. *Blackjack Bonding v. City of Las Vegas Municipal Court*, 116 Nev. 1213,
9 1214, 14 P.3d 1275, 1278 (2000).

10 Because the facts as alleged by Plaintiff fail to support the required elements of the
11 claim raised in the Complaint it is respectfully requested the Court dismiss the complaint for
12 failure to state a claim.

13 **IN THE ALTERNATIVE THE PLAINTIFF MUST PROVIDE A MORE**
14 **DEFINITE STATEMENT**

15 Should the Court maintain the complaint, alter its’ character to permit a claim not
16 expressly raised or grant leave to amend then it is respectfully requested the Court direct a more
17 definite statement. NRCP 12(e) provides:

18 (e) Motion for More Definite Statement. If a pleading to which a responsive pleading is
19 permitted is so vague or ambiguous that a party cannot reasonably be required to frame a
20 responsive pleading, the party may move for a more definite statement before
21 interposing a responsive pleading. The motion shall point out the defects complained of
22 and the details desired. If the motion is granted and the order of the court is not obeyed
23 within 10 days after notice of the order or within such other time as the court may fix,
24 the court may strike the pleading to which the motion was directed or make such order
25 as it deems just.

26 The Defendants cannot reasonably be required to provide a responsive pleading to the
27
28

1 Complaint of the Plaintiff. The statements generally alleged some kind of wrong doing and
2 some kind of harm, but the Complaint does not connect the actions of the Defendants, to the
3 complaints of the Plaintiff to the alleged harm suffered by the Plaintiff, or to the requested relief
4 mad by the Plaintiff. This is especially true as it relates to the LLC and Surety Defendants.
5 Accordingly, it is requested that if the Complaint is not dismissed then a more definite statement
6 be ordered to be made by the Plaintiff.
7

8 **THE REQUEST FOR RELIEF IN PLAINTIFF'S COMPLAINT MUST BE**
9 **STRICKEN AS IT IS NOT IN COMPLIANCE WITH NRCP 8(a)**

10 Plaintiff's complaint makes a request for relief of \$15,000. NRCP 12(f) provides:

11
12 (f) Motion to Strike. Upon motion made by a party before responding to a pleading or, if
13 no responsive pleading is permitted by these rules, upon motion made by a party within
14 20 days after the service of the pleading upon the party or upon the court's own initiative
15 at any time, the court may order stricken from any pleading any insufficient defense or
16 any redundant, immaterial, impertinent, or scandalous matter.

17 The claims for relief made by Plaintiff for relief are not in compliance with NRCP 8(a)
18 and are therefore immaterial. Accordingly, it is requested the Plaintiff's request for relief be
19 stricken.
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Respectfully submitted this 29th day of April 2019.

CERTIFICATE OF MAILING

Marlon Lorenzo Brown ID#: 2633113
c/o Clark County Detention Center
330 S. Casino Center Boulevard
Las Vegas, Nevada 89101

By: /s/ Kristine Tacata
Kristine Tacata – An employee of
Pitaro & Fumo, Chtd.



1 MTN
2 DUSTIN R. MARCELLO, ESQ.,
3 Nevada Bar #10134
4 PITARO AND FUMO LAW OFFICES
5 601 Las Vegas Blvd. South
6 Las Vegas, Nevada 89101
7 Phone: (702) 474-7554 Fax: (702) 474-4210
8 Email: kristine.fumolaw@gmail.com
9 Attorneys for Defendants Mike Slyman, d/b/a Easy Bail LLC, and American Surety Company

10
11 DISTRICT COURT
12
13 CLARK COUNTY, NEVADA
14

11 MARLON LORENZO BROWN, an individual,)
12)
13 Plaintiff,)

14 vs.)

CASE NO.: A-19-790945_C
DEPT. NO.: XXII

15 MIKE SLYMAN, an individual;)
16 EASY BAIL, LLC, a Nevada Limited Liability)
17 Company in Nevada, and American Surety)
18 Company)

MOTION TO DISMISS OR
MOTION TO STRIKE
PURSUANT TO NRCP 12

19 Defendants.)
20)

(HEARING REQUESTED)

21
22 COMES NOW, the Defendants Mike Slyman, Easy Bail, LLC., and American Surety
23 Company, by and through their attorney, DUSTIN R. MARCELLO, ESQ., hereby request the
24 Court dismiss the complaint for failure to state a claim on which relief can be granted and/or
25 more definite statement.
26
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1 This motion is based on the complaint, filing and pleadings herein, the attached
2 memorandum of points and authorities and any oral argument deemed necessary by this
3 honorable court.

4
5 Respectfully submitted this 24th day of April 2019.

6
7 /s/ Dustin R. Marcello
8 DUSTIN R. MARCELLO, ESQ.
9 Nevada Bar #10134
10 PITARO and FUMO LAW OFFICES
11 601 Las Vegas Blvd. South
12 Las Vegas, Nevada 89101
13 Attorneys for Defendants

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MEMORANDUM OF POINTS AND AUTHORITIES

15 On March 12, 2019, Plaintiff Marlon Brown filed a complaint against Defendant's Mike
16 Slyman, Easy Bail, LLC, and American Surety Company. The Complaint does not name the
17 cause of action and appears to allege a single cause of fraud. See Plaintiff's Complaint,
18 03/12/2019, at page 1. It is unclear which version of fraud the Complaint is alleging. The
19 Complaint then appears to claim a demand \$15,000 from Mr. Brown. Id. at p. 2.

21 The demand for relief is \$15,000. This motion to dismiss and/or to strike, and/or for
22 more definite statement follows.
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1 **ARGUMENT**

2 **PLAINTIFF FAILS TO STATE A CLAIM FOR WHICH RELIEF CAN BE**
3 **GRANTED**

4 **Required Elements for a Fraud Claim**

5 The elements of fraud are laid out in *Lubbe v. Barba*, 91 Nev. 596, 599, 540 P.2d 115,
6 117 (1975). The complaint fails to allege any of the necessary elements of fraud: 1) a false
7 representation by the defendant, 2) with knowledge or belief the representation is false 3) that
8 the defendant intended to induce the plaintiff into reliance on the representation, 4) justifiable
9 reliance on the representation by the plaintiff, 5) causation and damages to the plaintiff as a
10 result of relying on the misrepresentation, and 6) proven with clear and convincing evidence
11 and pled with specificity. The complaint offers no facts supporting a representation made by the
12 defendants. The plaintiff offers no evidence that the statements made concerning releasing the
13 car were false or that the defendants knew they were false, if they even were. Without a
14 representation made by the defendant there can be no fraud.
15

16 **NRCP 12(b)(5)**

17
18 Nevada Rule of Civil Procedure 12(b)(5) provides for the defense of the “failure to state
19 a claim upon which relief can be granted” *Gull v. Hoalst*, 77 Nev. 54, 359 P.2d 383 (1960).
20 Such a motion tests the legal sufficiency of the claim set out against the moving party.
21 “Dismissal is proper where the allegations are insufficient to establish the elements of a claim
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23 (quoting *Hampe v. Foote*, 118 Nev. 405, 408, 47 P.3d 438, 439 (2002). If all of the party’s
24 allegations are accepted as true and still do not justify any relief, the trial court should properly
25 dismiss the claims. *Blackjack Bonding v. City of Las Vegas Municipal Court*, 116 Nev. 1213,
26
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1 1214, 14 P.3d 1275, 1278 (2000).

2 Because the facts as alleged by Plaintiff fail to support the required elements of the
3 claim raised in the Complaint it is respectfully requested the Court dismiss the complaint for
4 failure to state a claim.
5

6 **IN THE ALTERNATIVE THE PLAINTIFF MUST PROVIDE A MORE**
7 **DEFINITE STATEMENT**

8 Should the Court maintain the complaint, alter its' character to permit a claim not
9 expressly raised or grant leave to amend then it is respectfully requested the Court direct a more
10 definite statement. NRCP 12(e) provides:
11

12 (e) Motion for More Definite Statement. If a pleading to which a responsive pleading is
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14 responsive pleading, the party may move for a more definite statement before
15 interposing a responsive pleading. The motion shall point out the defects complained of
16 and the details desired. If the motion is granted and the order of the court is not obeyed
17 within 10 days after notice of the order or within such other time as the court may fix,
18 the court may strike the pleading to which the motion was directed or make such order
19 as it deems just.

20 The Defendants cannot reasonably be required to provide a responsive pleading to the
21 Complaint of the Plaintiff. The statements generally alleged some kind of wrong doing and
22 some kind of harm, but the Complaint does not connect the actions of the Defendants, to the
23 complaints of the Plaintiff to the alleged harm suffered by the Plaintiff, or to the requested relief
24 mad by the Plaintiff. This is especially true as it relates to the LLC and Surety Defendants.
25 Accordingly, it is requested that if the Complaint is not dismissed then a more definite statement
26 be ordered to be made by the Plaintiff.

27 **THE REQUEST FOR RELIEF IN PLAINTIFF'S COMPLAINT MUST BE**
28 **STRICKEN AS IT IS NOT IN COMPLIANCE WITH NRCP 8(a)**

Plaintiff's complaint makes a request for relief of \$15,000. NRCP 12(f) provides:

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(f) Motion to Strike. Upon motion made by a party before responding to a pleading or, if no responsive pleading is permitted by these rules, upon motion made by a party within 20 days after the service of the pleading upon the party or upon the court’s own initiative at any time, the court may order stricken from any pleading any insufficient defense or any redundant, immaterial, impertinent, or scandalous matter.

The claims for relief made by Plaintiff for relief are not in compliance with NRCP 8(a) and are therefore immaterial. Accordingly, it is requested the Plaintiff’s request for relief be stricken.

CONCLUSION

Based on the forging it is respectfully requested the Court grant the relief requested herein or any other relief deemed appropriate by this Honorable Court.

Respectfully submitted this 29th day of April 2019.

/s/ Dustin R. Marcello
DUSTIN R. MARCELLO, ESQ.
Nevada Bar #10134
PITARO and FUMO LAW OFFICES
601 Las Vegas Blvd. South
Las Vegas, Nevada 89101
Attorneys for Defendants

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Marlon Lorenzo Brown ID#: 2633113
c/o Clark County Detention Center
330 S. Casino Center Boulevard
Las Vegas, Nevada 89101

By: /s/ Kristine Tacata
Kristine Tacata – An employee of
Pitaro & Fumo, Chtd.



DISTRICT COURT
CLARK COUNTY, NEVADA

Marlon Brown, Plaintiff(s)

vs.

Michael Slyman, Defendant(s)

Case No.: A-19-790945-C

Department 22

NOTICE OF HEARING

Please be advised that the Defendants Motion to Dismiss or Motion to Strike Pursuant to NRCP 12 in the above-entitled matter is set for hearing as follows:

Date: June 11, 2019

Time: 8:30 AM

Location: RJC Courtroom 15D
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Kadira Beckom
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Kadira Beckom
Deputy Clerk of the Court



1 MTN
2 DUSTIN R. MARCELLO, ESQ.,
3 Nevada Bar #10134
4 **PITARO AND FUMO LAW OFFICES**
5 601 Las Vegas Blvd. South
6 Las Vegas, Nevada 89101
7 Phone: (702) 474-7554 Fax: (702) 474-4210
8 Email: kristine.fumolaw@gmail.com
9 Attorneys for Defendants Mike Slyman, d/b/a Easy Bail LLC, and American Surety Company

10
11 **DISTRICT COURT**
12
13 **CLARK COUNTY, NEVADA**

11 MARLON LORENZO BROWN, an individual,)
12)
13 Plaintiff,)
14)
14 vs.)
15)
15 MIKE SLYMAN, an individual;)
16 EASY BAIL, LLC, a Nevada Limited Liability)
17 Company in Nevada, and American Surety)
18 Company)
19 Defendants.)
20)

CASE NO.: A-19-790945_C
DEPT. NO.: XXII

MOTION TO DISMISS OR
MOTION TO STRIKE
PURSUANT TO NRCP 12

(HEARING REQUESTED)

21
22 **COMES NOW**, the Defendants Mike Slyman, Easy Bail, LLC., and American Surety
23 Company, by and through their attorney, DUSTIN R. MARCELLO, ESQ., hereby request the
24 Court dismiss the complaint for failure to state a claim on which relief can be granted and/or
25 more definite statement.
26
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1 This motion is based on the complaint, filing and pleadings herein, the attached
2 memorandum of points and authorities and any oral argument deemed necessary by this
3 honorable court.

4
5 Respectfully submitted this 24th day of April 2019.

6
7 /s/ Dustin R. Marcello
8 DUSTIN R. MARCELLO, ESQ.
9 Nevada Bar #10134
10 PITARO and FUMO LAW OFFICES
11 601 Las Vegas Blvd. South
12 Las Vegas, Nevada 89101
13 Attorneys for Defendants

14
15 **MEMORANDUM OF POINTS AND AUTHORITIES**

16 On March 12, 2019, Plaintiff Marlon Brown filed a complaint against Defendant's Mike
17 Slyman, Easy Bail, LLC, and American Surety Company. The Complaint does not name the
18 cause of action and appears to allege a single cause of fraud. See Plaintiff's Complaint,
19 03/12/2019, at page 1. It is unclear which version of fraud the Complaint is alleging. The
20 Complaint then appears to claim a demand \$15,000 from Mr. Brown. Id. at p. 2.

21 The demand for relief is \$15,000. This motion to dismiss and/or to strike, and/or for
22 more definite statement follows.
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1 **ARGUMENT**

2 **PLAINTIFF FAILS TO STATE A CLAIM FOR WHICH RELIEF CAN BE**
3 **GRANTED**

4 **Required Elements for a Fraud Claim**

5 The elements of fraud are laid out in *Lubbe v. Barba*, 91 Nev. 596, 599, 540 P.2d 115,
6 117 (1975). The complaint fails to allege any of the necessary elements of fraud: 1) a false
7 representation by the defendant, 2) with knowledge or belief the representation is false 3) that
8 the defendant intended to induce the plaintiff into reliance on the representation, 4) justifiable
9 reliance on the representation by the plaintiff, 5) causation and damages to the plaintiff as a
10 result of relying on the misrepresentation, and 6) proven with clear and convincing evidence
11 and pled with specificity. The complaint offers no facts supporting a representation made by the
12 defendants. The plaintiff offers no evidence that the statements made concerning releasing the
13 car were false or that the defendants knew they were false, if they even were. Without a
14 representation made by the defendant there can be no fraud.
15

16 **NRCP 12(b)(5)**

17 Nevada Rule of Civil Procedure 12(b)(5) provides for the defense of the “failure to state
18 a claim upon which relief can be granted” *Gull v. Hoalst*, 77 Nev. 54, 359 P.2d 383 (1960).
19 Such a motion tests the legal sufficiency of the claim set out against the moving party.
20 “Dismissal is proper where the allegations are insufficient to establish the elements of a claim
21 for relief.” *Stockmeier v. Nevada Dept’ of Corrections*, 123 Nev. ___, 183 P.3d 133, 135 (2008)
22 (quoting *Hampe v. Foote*, 118 Nev. 405, 408, 47 P.3d 438, 439 (2002). If all of the party’s
23 allegations are accepted as true and still do not justify any relief, the trial court should properly
24 dismiss the claims. *Blackjack Bonding v. City of Las Vegas Municipal Court*, 116 Nev. 1213,
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1 1214, 14 P.3d 1275, 1278 (2000).

2 Because the facts as alleged by Plaintiff fail to support the required elements of the
3 claim raised in the Complaint it is respectfully requested the Court dismiss the complaint for
4 failure to state a claim.
5

6 **IN THE ALTERNATIVE THE PLAINTIFF MUST PROVIDE A MORE**
7 **DEFINITE STATEMENT**

8 Should the Court maintain the complaint, alter its' character to permit a claim not
9 expressly raised or grant leave to amend then it is respectfully requested the Court direct a more
10 definite statement. NRCP 12(e) provides:
11

12 (e) Motion for More Definite Statement. If a pleading to which a responsive pleading is
13 permitted is so vague or ambiguous that a party cannot reasonably be required to frame a
14 responsive pleading, the party may move for a more definite statement before
15 interposing a responsive pleading. The motion shall point out the defects complained of
16 and the details desired. If the motion is granted and the order of the court is not obeyed
17 within 10 days after notice of the order or within such other time as the court may fix,
18 the court may strike the pleading to which the motion was directed or make such order
19 as it deems just.

20 The Defendants cannot reasonably be required to provide a responsive pleading to the
21 Complaint of the Plaintiff. The statements generally alleged some kind of wrong doing and
22 some kind of harm, but the Complaint does not connect the actions of the Defendants, to the
23 complaints of the Plaintiff to the alleged harm suffered by the Plaintiff, or to the requested relief
24 mad by the Plaintiff. This is especially true as it relates to the LLC and Surety Defendants.
25 Accordingly, it is requested that if the Complaint is not dismissed then a more definite statement
be ordered to be made by the Plaintiff.

26 **THE REQUEST FOR RELIEF IN PLAINTIFF'S COMPLAINT MUST BE**
27 **STRICKEN AS IT IS NOT IN COMPLIANCE WITH NRCP 8(a)**

28 Plaintiff's complaint makes a request for relief of \$15,000. NRCP 12(f) provides:

1
2 (f) Motion to Strike. Upon motion made by a party before responding to a pleading or, if
3 no responsive pleading is permitted by these rules, upon motion made by a party within
4 20 days after the service of the pleading upon the party or upon the court's own initiative
5 at any time, the court may order stricken from any pleading any insufficient defense or
6 any redundant, immaterial, impertinent, or scandalous matter.

7 The claims for relief made by Plaintiff for relief are not in compliance with NRCP 8(a)
8 and are therefore immaterial. Accordingly, it is requested the Plaintiff's request for relief be
9 stricken.

10
11 **CONCLUSION**

12 Based on the foregoing it is respectfully requested the Court grant the relief requested
13 herein or any other relief deemed appropriate by this Honorable Court.

14
15 Respectfully submitted this 29th day of April 2019.

16
17 /s/ Dustin R. Marcello
18 DUSTIN R. MARCELLO, ESQ.
19 Nevada Bar #10134
20 PITARO and FUMO LAW OFFICES
21 601 Las Vegas Blvd. South
22 Las Vegas, Nevada 89101
23 Attorneys for Defendants
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Marlon Lorenzo Brown ID#: 1209358
c/o Southern Desert Detention Center
PO Box 208
Indian Springs, Nevada 89070-0208

By: /s/ Kristine Tacata
Kristine Tacata – An employee of
Pitaro & Fumo, Chtd.

Search By Offender ID
Offender ID:
-or-
Search By Demographics
First Name: Wildcard %
Last Name: Wildcard %

NOTICE:

The information provided here represents raw data. As such, the Nevada Department of Corrections makes no warranty or guarantee that the data is error free. The information should not be used as an official record by any law enforcement agency or any other entity.

Any questions regarding an inmate, please call Family Services at (775) 887-3367. Victims looking for inmate information please contact Victim Services at (775) 887-3393. Any questions regarding the web portal for law enforcement access to inmate information should be referred to PIO Brooke Santina. email: bsantina@doc.nv.gov or (775) 887-3306

Currently the following web browsers are supported for the Inmate Search: Internet Explorer 11, Chrome, Firefox and Opera. If you are unable to view inmate photos, please use a supported browser.

[Download Offender Data](#)

[Demographic](#), [Alias](#), [Booking](#), [Parole](#), [Release](#)

Up to date as of 2019-05-30

Identification and Demographics

Name	Offender ID	Gender	Ethnic	Age	Height	Weight	Build	Complexion	Hair	Eyes	Institution	Custody Level	Aliases	Prior Felonies
MARLON LORENZO BROWN	1209358	Male	BLACK	36	6'1"	185lb		DARK	BLACK	BROWN	SOUTHERN DESERT CORRECTIONAL CENTER	MEDIUM	MARLON L BROWN, MARION BROWN, MARION LORENZO BROWN, MARLON C BROWN, MARION BROWN	NO

Booking Information




Offense Code	Offense Description	Sent. Status	Sent. Min	Sent. Max	Sent. PED	Sent. MPR	Sent. County	Sent. PEXD	Sent. Type	Sent. ARD	Sent. Start Date
A007	Aggregate	Active	14 yr. 3 mo. 0 days	45 yr. 0 mo. 0 days	2030-12-05	2038-11-26	AGGREGATE SENTENCING	2039-05-29	DETERMINATE		2016-04-06

Inmate Photo



Parole Hearing Details

Offender Book ID	Parole Hearing Date	Parole Hearing Location
188061	2019-02-06	PAROLE BOARD ROOM 121

 UNITED STATES POSTAL SERVICE®		Click-N-Ship®	
P		<small>usps.com</small> 9405 5036 9930 0019 9975 50 0073 5000 0018 9070 US POSTAGE <small>Flat Rate Env</small>	
PRIORITY MAIL 1-DAY™			
DUSTIN R MARCELLO, ESQ. PTIARO & FUMO, CHTD. 601 LAS VEGAS BLVD S LAS VEGAS NV 89101-6623		Expected Delivery Date: 05/31/19 0006	
Carrier -- Leave if No Response <div style="border: 1px solid black; padding: 2px; display: inline-block;">C000</div>			
SHIP TO: MARLON LORENZO BROWN, ID 1209358 C/O SOUTHERN DESERT CORRECTIONAL CENTER PO BOX 208 INDIAN SPGS NV 89070-0208			
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Electronic Rate Approved #038555749			

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- Place your label so it does not wrap around the edge of the package.
- Adhere your label to the package. A self-adhesive label is recommended. If tape or glue is used, DO NOT TAPE OVER BARCODE. Be sure all edges are secure.
- To mail your package with PC Postage®, you may schedule a Package Pickup online, hand to your letter carrier, take to a Post Office™, or drop in a USPS collection box.
- Mail your package on the "Ship Date" you selected when creating this label.

Click-N-Ship® Label Record

USPS TRACKING # : 9405 5036 9930 0019 9975 50	
Trans. #: 465063175 Print Date: 05/30/2019 Ship Date: 05/30/2019 Expected Delivery Date: 05/31/2019	Priority Mail® Postage: \$7.35 Total: \$7.35
From: DUSTIN R MARCELLO, ESQ. PTIARO & FUMO, CHTD. 601 LAS VEGAS BLVD S LAS VEGAS NV 89101-6623	
To: MARLON LORENZO BROWN, ID 1209358 C/O SOUTHERN DESERT CORRECTIONAL CENTER PO BOX 208 INDIAN SPGS NV 89070-0208	
<small>* Retail Pricing Priority Mail rates apply. There is no fee for USPS Tracking® service on Priority Mail service with use of this electronic rate shipping label. Refunds for unused postage paid labels can be requested online 30 days from the print date.</small>	

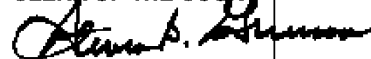


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**DISTRICT COURT
CLARK COUNTY, NEVADA

Electronically Filed
5/30/2019 10:42 AM
Steven D. Grierson
CLERK OF THE COURT



Marlon Brown, Plaintiff(s)

vs.

Michael Slyman, Defendant(s)

Case No.: A-19-790945-C

Department 22

NOTICE OF HEARING

Please be advised that the Motion to Dismiss or Motion to Strike Pursuant to NRCP
12 in the above-entitled matter is set for hearing as follows:

Date: July 02, 2019

Time: 8:30 AM

Location: RJC Courtroom 15D
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

**NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the
Eighth Judicial District Court Electronic Filing System, the movant requesting a
hearing must serve this notice on the party by traditional means.**

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Ondina Amos
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion
Rules a copy of this Notice of Hearing was electronically served to all registered users on
this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Ondina Amos
Deputy Clerk of the Court

Electronically Filed
06/07/2019

Heather S. Linn
CLERK OF THE COURT

48

MISC
Name: Marlene Brown #1209358
Address: 1000 PO Box 208
Indian Springs, Nevada 89010
Telephone: _____
Email Address: _____
In Proper Person

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Marlene Brown
Plaintiff,
vs. Mike Michael sly man
5000 Burl 116
American Surety Co
Defendant.

CASE NO.: A-19-790945-C
DEPT: XXII

Change of Address

Title of Document

Respectfully submitted by:

(Your signature)

(Your name)

☒ Plaintiff / ☐ Defendant In Proper Person

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Blank Cover Sheet - Rev. 6/14

RECEIVED
JUN - 6 2019

CLERK OF THE COURT

Det # XX11
Case # A-17-790945-C

Marlon Brown v Michael Slyman et al.

Please forward all filings in this case to the address below.

Marlon Brown #1209358
SDCC P.O. Box 208
Indian Springs, Nevada
89070

48

Electronically Filed
06/14/2019

Heaven & Son
CLERK OF THE COURT

Marlon L. Brown #1209358
SDCC P.O. box 208
Indian Springs, Nevada
89070

Eighth Judicial District Court
Clark County, Nevada

Marlon Lorenzo Brown
Plaintiff

Case # A-19-790945-C
Dept # XX11

v
Mike Slyman et al
Defendants

Opposition to Defendants Motion to Dismiss or Motion to
Strike pursuant to NRC P12 / Plaintiffs more Definite statement
or Amended Complaint.

Comes now Marlon Brown (Plaintiff), in an opposition to
Defendants Motion to Dismiss or Motion to strike pursuant to NRC P12,
or in the alternative Plaintiffs more Definite Statement / Amended
Complaint.

Dated this 8th Day of June 2019

RECEIVED
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CLERK OF THE COURT

①

On May 31st 2019, I the Plaintiff Marlon Brown was served a Motion to Dismiss or Motion to strike Pursuant to NRCPI 12, from the Defendants Attorney Dustin R. Marcello esq. This motion should be denied for the following reasons.

First, the Defendants claim my civil complaint fails to state a claim for which relief can be granted and should be dismissed, or in the alternative, a more definite statement should be ordered. The Defendants construes my complaint as a single case of Fraud. In order to save the court time I will take this opportunity to oppose the motion to Dismiss as well as provide a more definite statement. Businesses related to bail are regulated by chapter 697 of Nevada Revised Statutes. NRS 697.040 defines a "Bail agent" as "any individual appointed by an authorized surety insurer by power of attorney to execute or countersign undertakings of bail in connection with Judicial proceedings..." In the current complaint American Surety Company is the "authorized surety insurer" and Mike Slyman is the "bail agent" appointed by American Surety Company "by power of attorney to execute or countersign undertakings of bail in connection with Judicial proceedings..." Mike Slyman, as of the date of the allegations in this complaint, was owner of, and conducting bail transactions on behalf American Surety Company through his company Easy Bail LLC as can be seen on the Bail Bond (Exhibit A). Therefore, Mike Slyman and Easy Bail LLC, through power of attorney are acting on behalf of American Surety Company concerning the bail bond and transactions associated with it in this complaint. That should clarify the connection between the liability of the Defendants to the damages alleged in this complaint.

②

Fraud: The Defendants construed my complaint to be a single claim of Fraud. If it must be labeled as Fraud for purposes of Nevada Rules of Civil Procedure then I will except that label. I didn't want to confuse the Defendants as another Civil Rights complaint is currently pending in U.S. District Court of Nevada against the Defendants, and Fraud is a State Claim included in that complaint for other fraudulent actions committed by the Defendants concerning this Bail Bond. My complaint is a demand of relief for damages I have suffered due to the intentional violations of Nevada Revised Statutes NRS 697.320 (1)(2), NRS 697.330 and NAC 697.550

NRS 697.320 Reads

(1) A bail agent may accept collateral security in connection with a bail transaction...
... The collateral MUST NOT be transported or otherwise removed from this State.

(2) The collateral security must be received by the bail agent in a fiduciary capacity, and BEFORE any forfeiture of bail must be kept SEPARATE and apart from any other funds or assets of the licensee. Any collateral received MUST be returned to the person who deposited it with the bail agent or any assignee other than the bail agent as soon as the obligation, the satisfaction of which was secured by the collateral, is discharged...

NRS 697.330 Reads

If a bail agent or bail solicitor, without good cause, surrenders a Defendant to custody before the time specified in the undertaking of bail or the bail bond for the appearance of the Defendant, or before any other occasion where the presence of the Defendant in court is lawfully required, the premium is returnable in FULL.

The Defendants caused me injury when they intentionally violated NRS 697.320 (1) By allowing my vehicle which was collateral on my bond to be removed from this State and sold in California. NRS 697.320(2) was intentionally violated by the Defendants causing me injury when ownership

③

of my vehicle was transferred into the name of Mike Slyman while the bail bond was still in effect. How exactly this was done, and without my permission is the state count of Fraud included in the civil rights complaint pending against the Defendants in U.S. District Court of Nevada. The current complaint is for injury caused by the act of transferring ownership of my vehicle while the bond was active in violation of NRS 697.320(2). I also made request for the return of my vehicle to Gary Logan at American Surety Company and Mike Slyman at Easy Bail Inc once the bail bond was exonerated pursuant to NRS 697.320(2). Ofcourse the Defendants couldn't return my property because it was already sold in violation of NRS 697.320 causing me injury in which relief is now demanded in Compensatory and Punitive Damages resulting from the Defendants intentional and unlawful actions.

Further, the Defendants performed a paper surrender of my bail bond on October 4th 2016, at 11:00 am. Without "Good Cause" as required by NAC 697.550, therefore my premium paid is returnable in Full as required by NRS 697.330.

So to be more "Definite" the complaint has three causes of action that caused injury.

(1) The removal and sale of my vehicle from Nevada to California without my permission in violation of NRS 697.320(1).

(2) The transfer of ownership of my vehicle to Mike Slyman agent of American Surety Company and Easy Bail Inc while my bond was still active without my permission in violation of NRS 697.320(2).

(3) Defendants "Early Surrender" of my Bail Bond on October 4th 2016, without good Cause in violation of NAC 697.550. (Exhibit B)

Request for Relief

Defendants incorrectly argues my claims for relief is not in compliance with NRCP 8(a).

④

My claim for relief is compensatory and punitive damages in excess of \$15,000⁰⁰¹ as required by NRCP 8(a) I advise the Defendants to revisit the rule as I am in full compliance.

Conclusion

Based on my foregoing response to the Defendants motion to Dismiss or motion to strike pursuant to NRCP 12, I respectfully request this Court to Deny the motion. And consider this response a more Definite Statement if the court feels the Defendants were entitled to one.

I Declare under the penalty of perjury the foregoing is true and correct to my knowledge.

Dated

June 8th 2019



Mark Brown / Plaintiff

EXHIBIT “A”

C301675-1

BAIL BOND

In the Las Vegas District Court County of Clark, State of Nevada

STATE OF NEVADA

BAIL BOND POWER NO.

AS# 113211

2016 JUN -3 A 11:05

(power of attorney with this number must be attached.)

2016 JUN -3 A 11:01

Vs:

Defendant: Brown, Marlon

CLERK OF THE COURT

Case No: C 301675

CLERK OF THE COURT

Know all men by these presents:

That we, EASY BAIL LLC, as principal and American Surety Company as the surety, heretofore authorized to transact Bail Bonds in the State of Nevada, are held and bound, to the above court, for payment in the sum of:

three hundred fifty thousand Dollars,

whereof, we bind ourselves, our heirs, executors, administrators, and our successors, and assigns, jointly, severally and firmly, by these presents. The condition of this obligation is such that the said defendant shall appear from day to day and term to term of said court to answer to the charge(s) of Domestic Battery with use of a deadly weapon (cc)
Domestic battery flow disch (cc), Disch gun w/struc/veh w/ prohibit area (cc) Dom battery by strangulation (cc)
Kidnapping, and degree, flow. assault w/dw
And not depart the same without leave, then this obligation to be void, else to remain in full force and effect.

This Bond shall be in full force and effect until any of the following events:

- 1) Exonerated by court order, 2) Termination of this case by dismissal or conviction.

Signed and sealed this 26 day of May 20 16

[Signature]

Attorney in fact (signature) (agent)

Subscribed and sworn before me, a notary for the State of Nevada,

This 26 day of May 20 16

Notary stamp here / Notary signature

[Signature] Notary Public

Approved this _____ day of _____ 20 _____

By: _____

Bonding Company Stamp
EASY BAIL LLC
810 South Main Street
Las Vegas, Nevada 89101
702-678-1500 / Fax 702-405-6284
RECEIVED

JUN 03 2016

CLERK OF THE COURT

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

[Signature]
CLERK OF THE COURT

OCT 04 2016

C-14-301675-1
BAB
Bail Bond
4562148



Insurance Agency Stamp
American Surety Company
Bail Department
P.O. Box 68932
Indianapolis, Indiana 46268

Exhibit 1 of 6

10. 11. 12.

(E3)

EXHIBIT "B"

Surrender

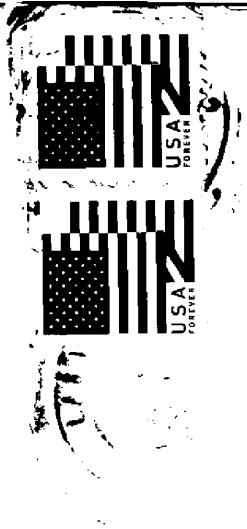
NO-SHOW CAUSE HEARING
NO-BENCH WARRANT
YES-IN CUSTODY

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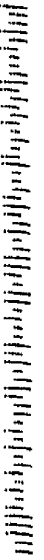
Exhibit 4 of 6

Marlon Brown #1209358
SDCC P.O. Box 208
Indian Springs, Nevada
89070

Clerk of the Court
200 Lewis Ave
Las Vegas, Nevada
89155-1160



8910186300 0075



A-19-790945-C

A-19-790657-C

~~A-19-790~~

A-19-791048-C

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OF FILE PLEASE

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Dear Clerk,

Please file the enclosed to the appropriate cases
(3) different cases. Thank - You!

Marlon A.
Marlon Brown / Plaintiff

Also, Please stamp & return my summons

7/3/19

RECEIVED

JUL 09 2019

CLERK OF THE COURT

A-19-790945-C
LSF
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Marlon Lorenzo Brown #1209358

SDCC P.O. Box 208

Indian Springs, Nevada

89070

Eighth Judicial District Court
Clark County, Nevada

Marlon Brown

Plaintiff

Case # A-19-790945-C

Dept # XX11

v

Mike Slyman

Easy Bail Inc

American Surety Co

Defendants

Motion for reconsideration / Amend cause of
action in complaint to BREACH OF CONTRACT

Dated this 3rd day of July 2019

RECEIVED
JUL 09 2019


CLERK OF THE COURT

I, the Plaintiff, Marlon Brown, ask this court to reconsider its decision made on July 2nd 2019, granting the Defendants motion to dismiss. The reason for my request is because the cause of action in my complaint was incorrectly labeled as Fraud. The elements I laid out in my opposition to the Defendants motion to dismiss, as well as my original complaint are the elements for Breach of Contract.

The business of bail bonding is a business based on a private contract between the Courts, a Surety, and its principle. The laws governing this business practice including the acceptance and handling of Collateral, is laid out in chapter 697 of Nevada Revised Statutes. Therefore, an intentional violation of these Statutes, and the contract between a surety and its principle, such as the ones i've laid out in my complaint, is an intentional **BREACH OF CONTRACT** in which relief can be granted by the trier of fact. The Defendants intentionally breached the contract of the bond by surrendering my bond without good cause, transferring ownership of the collateral on the bond to it's agent Mike Slyman, and removing the collateral from the State of Nevada while the bond was still active without my permission. I made all my court dates and didn't violate any conditions of my bond. Meaning, the actions of the Defendants in breaching the contract of my bond was done with Malice. This caused myself injury in which the Defendants need to answer to. I respectfully request this honorable court to reconsider its granting of the Defendants motion to dismiss, and order the Defendants to answer my complaint of Breach of Contract. Collateral is to secure the bond in event of forfeiture, none recovered.

I Declare under the penalty of perjury the fore mentioned is true and correct to my knowledge.

7/3/19


Marlon Brown / Plaintiff

RECEIVED
JUL 6 9 2019

CLERK OF THE COURT

1 MISC
2 Name: Marlon Brown #1209358
3 Address: SDCC P.O. Box 208
4 Indian Springs, NV 89070
5 Telephone: _____
6 Email Address: _____
7 In Proper Person

DISTRICT COURT
CLARK COUNTY, NEVADA

9 Marlon Brown

10 Plaintiff,

11 vs.

12 Nevada Division of Insurance
13 Defendant.

CASE NO.: A-19-790657-C

DEPT: XXVI

17 Change of Address

18 Title of Document

21 Respectfully submitted by:

22 (Your signature)

23 (Your name)

[Signature]
Marlon Brown

24 ☒ Plaintiff / ☐ Defendant In Proper Person

A-19-790657-C

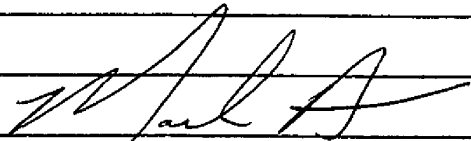
Please forward all Filings in this case to the
address below.

Marlon Brown #1209358

SOCC P.O. Box 208

Indian Springs, Nevada 89070

Thank You!


Marlon Brown / Plaintiff

1 SUMM

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5 DISTRICT COURT
6 CLARK COUNTY, NEVADA
7

8
9
10 Marla Brown Plaintiff(s),
11

12 -VS-

CASE NO. A-19-790657-C
DEPT. NO. XXVI

13
14 Nevada Division
15 of Insurance Defendant(s).

16 SUMMONS - CIVIL

17 NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU
18 WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.
19 READ THE INFORMATION BELOW.

20 TO THE DEFENDANT(S): A civil Complaint has been filed by the Plaintiff(s) against
21 you for the relief set forth in the Complaint.

- 22 1. If you intend to defend this lawsuit, within 20 days after this Summons is
23 served on you, exclusive of the day of service, you must do the following:
24 (a) File with the Clerk of this Court, whose address is shown below, a
25 formal written response to the Complaint in accordance with the rules
26 of the Court, with the appropriate filing fee.
27 (b) Serve a copy of your response upon the attorney whose name and
28 address is shown below.

CLERK OF THE COURT

SUMM Civil/7/23/2009

RECEIVED
JUL 18 2019

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- 2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
- 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
- 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

STEVEN D. GRIERSON
CLERK OF COURT

Submitted by: Marlon Brown #1209358
SDCC PO Box 208
Indian Springs, NV 89070

By: _____
Deputy Clerk Date

Regional Justice Center
200 Lewis Avenue
Las Vegas, NV 89155

NOTE: When service is by publication, add a brief statement of the object of the action. See Nevada Rules of Civil Procedure 4(b).

AFFIDAVIT OF SERVICE (For General Use)

1 STATE OF _____)
2) ss.
3 COUNTY OF _____)

_____, declares under penalty of perjury:

That affiant is, and was on the day when (s)he served the within Summons, over 18 years of age, and not a party to, nor interested in, the within action; that the affiant received the Summons on the _____ day of

_____, 20_____, and personally served the same upon _____

the within named defendant, on the _____ day of _____, 20_____, by delivering to the said defendant, personally, in _____, County of _____, State of _____, a copy of the Summons attached to a copy of the Complaint.

I declare under penalty of perjury under the law of the state of Nevada that the foregoing is true and correct.

Executed this _____ day of _____, 20_____.

Signature of person making service

**NEVADA SHERIFF'S RETURN
(for use of Sheriff of Carson City)**

10 STATE OF NEVADA)
11) ss.
12 CARSON CITY)

I hereby certify and return that I received the within Summons on the _____ day of _____,

20_____, and personally served the same upon _____,

the within named defendant, on the _____ day of _____, 20_____, by delivering to the said defendant, personally, in Carson City, State of Nevada, a copy of the Summons attached to a copy of the Complaint.

KENNY FURLONG, Sheriff of Carson City, Nevada

Date: _____, 20_____.

By: _____, Deputy

**AFFIDAVIT OF MAILING
(For use when service is by publication and mailing)**

18 STATE OF _____)
19) ss.
20 COUNTY OF _____)

_____, declares under penalty of perjury:

That affiant is, and was when the herein described mailing took place, over 18 years of age, and not a party to, nor interested in, the within action; that on the _____ day of _____, 20_____, affiant deposited in the Post Office at _____, Nevada, a copy of the within Summons attached to a copy of the Complaint, enclosed in a sealed envelope upon which first class postage was fully prepaid, addressed to

_____ the within named defendant, at _____

_____ ; that there is a regular communication by mail between the place of mailing and the place so addressed.

I declare under penalty of perjury under the law of the state of Nevada that the foregoing is true and correct.

Executed this _____ day of _____, 20_____.

NOTE - If service is made in any manner permitted by Rule 4 other than personally upon the defendant, or is made outside the United States, a special affidavit or return must be made.

Marlon Brown #1209358

HOSE PO Box 650

Indian Springs, NV 89070

FILED

MAR 06 2019

CLERK OF COURT

Eighth Judicial District Court
Clark County, Nevada

Marlon Brown

v

Nevada Division of Insurance

Case #

A-19-790657-C

The State of Nevada

Dept #

XXV1

Civil Action
(Amended Complaint)

2/19/19

CLERK OF THE COURT

RECEIVED
FEB 27 2019

This is a civil action arising to recover damages caused by the actions of The Nevada Division of Insurance and its employees. I filed a complaint with the Nevada Division of Insurance in November 2016 against Mike Slyman and Easy Bail Inc (Complaint #16-GH 40210).

The complaint was based on a bond that Mike Slyman the owner of Easy Bail Inc posted to get me out of The Clark County Detention Center. Mike Slyman ended up surrendering this bond on October 4th 2016 without good reasoning. He had in his possession my vehicle, being a 2006 Aston Martin DB9 and refused to give it back following his surrender of the bond. As required by law. The investigators for the Division of Insurance told me that Mike Slyman could not do anything with my vehicle while the investigation into my complaint was on going. 1

This investigation went through several levels within the Division of Insurance. I was informed in late spring 2018 by John Parnell an investigator with the Division of Insurance the Mike Slyman did a transfer of ownership on my vehicle to his name in April 2017, well after he was told by the investigators not to do anything with my vehicle while the complaint was being investigated. Not only did he transfer ownership of my vehicle to himself but he also forged my signature to do it.

In his response to the original complaint that was sent out to him on November 22nd 2016, he admits that he never met up with me to get anything in writing concerning a collateral agreement or my vehicle posted. Therefore with him transferring ownership of my vehicle to himself

11 I was also told Division of Insurance would force my vehicle return.


he is committing crimes while he has an open investigation using his business. From my understanding he is still fully licensed and writing bonds to this day despite committing these crimes right under the nose of The Division of Insurance.

The last update I was given by the legal department was the case involving my complaint was transferred to the Attorney General's office and given case number 17.0021. I have called many times and have been told an attorney that's assigned to the case would return my calls with a case update. These return phone calls never happen. In my investigating I've learned my vehicle has been transferred to two different car lots and was eventually sold at an auto auction.

This means my vehicle was stolen from me right in front of the Division of Insurance by Michael Slyman while his business was under investigation. A investigation that has been pending for 2 1/2 years now. And is still open. Because of the lack of prompt action in the investigation of this matter by The Division of Insurance, I have been deprived of the ability to report my vehicle stolen. Damages are sought in the form of complete compensation for the loss of my vehicle to this con man who is still licensed and in business. Damages are sought in excess of \$15,000.⁰⁰

I Declare under the penalty of perjury the foregoing is true and correct.

2/19/19


Markon Brown



Department of Business and Industry

Nevada Division of Insurance

2501 E. Sahara Ave., Suite 302 - Las Vegas, Nevada 89104 Phone: (702) 486-4009 Fax: (702) 486-4007 Web: doi.nv.gov

November 22, 2016

Via email to:
MIKE.SLYMAN@GMAIL.COM

MIKE SLYMAN
EASY BAIL LLC
2121 Western Ave #2
Las Vegas, NV 89102

Complainant: Marlon Lorenzo Brown
Our File Number: 16-GH 40210

To Whom It May Concern:

Enclosed is a copy of a complaint received in our office from the above named insured and/or complainant. Please review the details of the complaint and advise this Division of your position in the matter.

You must include the pertinent copies from the policy/certificate substantiating your position. Please highlight the applicable sections. Should you provide in your response any information you would like us to consider as confidential, please specifically identify such and state the reason. To ensure our records reflect this complaint logged to the correct entity you must include your NAIC number in your response.

It is important that you respond quickly and diligently to this request for information. If the complaint involves a claim, Nevada Administrative Code (NAC) 686A.665 (2) requires an adequate response from an insurer, producer or administrator to be received by the Division within 10 working days of your receipt of this letter. For all other inquiries, (NAC) 686A.690 allows 20 working days for a response from an insurer, producer or administrator.

The Division considers date the letter is sent to you as the start date of the allotted 10 or 20 working days' time.

Failure to respond within 10 or 20 working days, whichever is applicable, will be considered a violation of (NAC) 686A, Trade Practices and Frauds. Pursuant to Title 57 of the Nevada Revised Statutes (The Insurance Code), a fine of up to \$5000.00 or \$500.00 for producers, will be assessed for a late response to this request. The postmark date on your response is considered by this office to be the date of receipt.

Sincerely,

Geoffrey Hunt
Compliance Investigator II
702-486-4596
ghunt@doi.nv.gov

Page 3308

C301675-1

BAIL BOND

In the Las Vegas District Court County of Clark, State of Nevada

STATE OF NEVADA

BAIL BOND POWER NO. AS# 113211

2016 JUN -3 A 11:05

(power of attorney with this number must be attached)

2016 JUN -3 A 11:05

Vs:

Defendant: Brown, MARLON

Case No: C 301675

Know all men by these presents:

That we, EASY BAIL LLC, as principal and American Surety Company as the surety, heretofore authorized to transact Bail Bonds in the State of Nevada, are held and bound, to the above court, for payment in the sum of:

Three hundred fifty thousand Dollars,

whereof, we bind ourselves, our heirs, executors, administrators, and our successors, and assigns, jointly, severally and firmly, by these presents. The condition of this obligation is such that the said defendant shall appear from day to day and term to term of said court to answer to the charge(s) of:

Domestic Battery with use of a deadly weapon (se)
Domestic battery (flow) (se) (se); Discharge gun at/into crowd street/veh (se) (se)
Discharge gun w/ street/veh w/ prohibit area (se) Dom battery by strangulation (se)
Kidnapping, and degree, flow, assault w/ DW

And not depart the same without leave, then this obligation to be void, else to remain in full force and effect.

This Bond shall be in full force and effect until any of the following events:

- 1) Exonerated by court order, 2) Termination of this case by dismissal or conviction.

Signed and sealed this 26 day of May 20 16

Attorney in fact (signature) (agent)

Subscribed and sworn before me, a notary for the State of Nevada,

This 26 day of May 20 16

Notary stamp here / Notary signature

Notary Public

Approved this day of 20

By:

Bonding Company Stamp
EASY BAIL LLC
810 South Main Street
Las Vegas, Nevada 89101
702-578-1500 / Fax 702-403-8284

RECEIVED

JUN 03 2016

CLERK OF THE COURT

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

CLERK OF THE COURT

OCT 04 2016

Insurance Agency Stamp
American Surety Company
Bail Department
P.O. Box 68332
Indianapolis, Indiana 46288

Exhibit 1 of 6

C301675

Surrender

NO SHOW CAUSE HEARING
NO BENCH WARRANT
YES IN CUSTODY

Page 1 of 1
LAS VEGAS METROPOLITAN POLICE DEPARTMENT
TEMPORARY CUSTODY RECORD
ID # 20031133
Event #

DATE OF ARREST: 10/14/06 TIME OF ARREST: 11:00 AM
NAME: MARLON CORREJO
ADDRESS: 220 E FLAMINGO
DATE OF BIRTH: 10/14/82 SEX: M HEIGHT: 5'11" WEIGHT: 185 LBS HAIR: BLK EYES: BRO
SOCIAL SECURITY: 309 44 0053
LOCATION OF ARREST: 220 E FLAMINGO
CITY: LV STATE: NV ZIP: 89109

BIO. CODE	CHARGE	CHG / WRS #	M	Q	F	ARR. TYPE	EVENT NUMBER	WARR / NCR. NUMBER	LV	JC	COURT	OTHER
51935	UNLAWFUL ENTRY INTO RES. OF ANOTHER	200.485				RS	001	C-14-301075-1				
51934	POSSESSING A FIREARM	200.485				RS	002	C301675				
51442	POSSESSING A FIREARM	200.485				RS	003	C301675				
51445	POSSESSING A FIREARM	200.485				RS	004	C301675				
51445	POSSESSING A FIREARM	200.485				RS	005	C301675				
50070	POSSESSING A FIREARM	200.485				RS	017	C301675				

ARREST TYPE: PO - PROBABLE CAUSE BS - BONDSMAN SURRENDER BY - BENCH WARRANT WA - WARRANT RM - RELEASE CJ - GRAND JURY IND.

Time Stamp at Booking: 100416 1444 DSD RECORD

FOR PROBABLE CAUSE/NO CAUSE NOT ARREST SEE PAGE TWO FOR DETAILS:

☐ BENCH WARRANT SERVED ON _____
☐ WARRANT SERVED ON _____
☐ GRAND JURY INDIGMENT SERVED ON _____

TYPE OF ID FOR VERIFICATION: 6-14-2010-1

FIRST APPEARANCE DATE: _____ TIME: _____

COURT: ☐ STANDARD ☐ JUDGE ☐ JURY

APPROVAL CONTROL & FOR ADDITIONAL CHARGES: _____

APPROVAL: _____
SIGNED: _____
DATE: 10/14/06

Exhibit 4 of 6

b. $9 \times 10^5 + 19 \times 10^3$

[illegible][illegible][illegible]

DATE	10/10/68
TIME	10:10
TO	10:10
FROM	10:10
SUBJECT	10:10
REMARKS	10:10
INITIALS	10:10
SIGNATURE	10:10
DATE	10/10/68
TIME	10:10
TO	10:10
FROM	10:10
SUBJECT	10:10
REMARKS	10:10
INITIALS	10:10
SIGNATURE	10:10

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<input type="checkbox"/>		

WVA - WARR

Signature

Signature

[illegible]

Model:

BLDG:

MO:

DAY:

TIME:

SEE PAGE TWO

APR 10 1985

ARREST	WEIGHT	CHARGE	DOB / NRB	83 - BONDED	ABLE CAUSE/NO	ARRANT SERVED	SERVED ON	ITY INDICTMENT	FOR VERDICT
	150	CHARGE	DOB / NRB	83 - BONDED	ABLE CAUSE/NO	ARRANT SERVED	SERVED ON	ITY INDICTMENT	FOR VERDICT

☐ FOR PROBATION
☒ BENCH WARRANT
☐ WARRANT
☐ GRAND JURID. DIVID.
☐ BILL OF FIDELITY

[illegible][illegible]

CSO 75
Sample
NO-Shaw Coast Highway
NO-Batch 1000000
US-2000000

~~CONFIDENTIAL - SECURITY INFORMATION~~

Marlon Brown #1209358
HDSP P.O. Box 650
Indian Springs, Nevada 89070

FILED

MAR 12 2019

[Signature]
CLERK OF COURT

Clark County District Court
Eighth Judicial District Court

Marlon Brown

Case # A-19-791048-C

v

Dept # XV 111

Nevada Department of Motor Vehicles

The State of Nevada

Civil Action
(Amended Complaint)

2/20/19

RECEIVED

MAR 04 2019

CLERK OF THE COURT

①

This is a civil action to recover damages caused by The Nevada Department of Motor Vehicles negligence in issuing a title to my vehicle, being, a 2006 Aston Martin Db9 VIN # SCFAD01A060A05994. A title was issued to this vehicle to a Michael Slyman in April 2017. This was done using a title that was non-valid being Oregon title number 1518104320.

This title was reported lost or stolen and a new title was issued in March 2017 (Oregon title # 1708188358). Once the new title was issued the old title became non-valid. To the current day my vehicle is titled and registered to me in the state of Oregon where it was purchased. (Oregon plate # D054841). Upon hearing of this fraudulent activity concerning my vehicle I contacted Oregon Department of Motor Vehicles and was told that no one should have a valid title to my vehicle but myself, and that no notice of sale or transfer of ownership of my vehicle have been given to them by anyone. Meaning, no LEGAL sale or transfer of ownership has taken place.

Whatever negligence by Nevada DMV that allowed a valid Nevada title to be issued to my vehicle, has caused irreparable damage. Because of this I was, and am not, able to report my vehicle stolen. When I went to Las Vegas Metro Police I was told I could not report the vehicle stolen because Michael Slyman possessed a valid Nevada title to the vehicle. I was told to go to the Nevada DMV and file a fraud report with them. I filed a fraud report with Nevada DMV on June 4th 2018 (DMV Fraud case #18-02385).

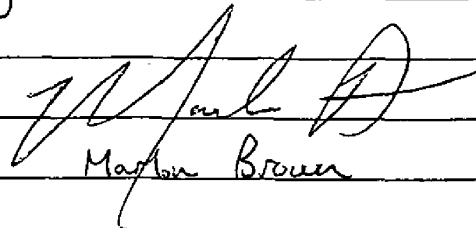
(2)

I was told it would take up to 30 days to complete the investigation. However it took about six months at which time I still was not given any explanation to how this happened, or any cure to this problem. I was basically told I would have to handle it civilly. I filed a tort claim with the Nevada Attorney General's office and upon completion received no relief nor explanation of how or why, the Nevada DMV basically gave my vehicle away to Michael Slyman, by issuing a Nevada title in his name, to my vehicle, using a non-valid title that was reported lost or stolen.

I have tried every avenue to correct this situation and have received no relief. This is pure negligence on behalf of The Nevada Department of Motor Vehicles. Monetary damages are demanded in the amount over \$15,000⁰⁰ for full replacement cost of my vehicle that I have lost due to this negligence.

I declare under the penalty of perjury the foregoing is true and correct to my knowledge.

2/20/19


Marilyn Brown

27

FILED

JUL 09 2019

Marlon Lorenzo Brown #1209358

SDCC P.O. Box 208

Indian Springs, Nevada

89070

John J. Brown
CLERK OF COURT

Eighth Judicial District Court
Clark County, Nevada

Marlon Brown

Plaintiff

Case # A-19-790945-C

Dept # XX11

✓

Mike Slyman

Easy Bail Inc

American Surety Co

Defendants

Motion for reconsideration / Amend cause of
action in complaint to BREACH OF CONTRACT

Dated this 3rd day of July 2019

RECEIVED
JUL 09 2019

CLERK OF THE COURT

A-19-790945-C
MOT
Motion
4848091



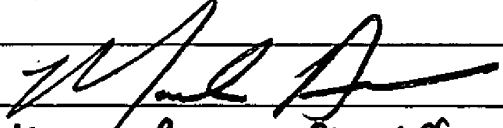
4

I, the Plaintiff, Marlon Brown, ask this court to reconsider its decision made on July 2nd 2019, granting the Defendants motion to dismiss. The reason for my request is because the cause of action in my complaint was incorrectly labeled as Fraud. The elements I laid out in my opposition to the Defendants motion to dismiss, as well as my original complaint are the elements for Breach of Contract.

The business of bail bonding is a business based on a private contract between the Courts, a Surety, and its principal. The laws governing this business practice including, the acceptance and handling of Collateral, is laid out in chapter 697 of Nevada Revised Statutes. Therefore, an intentional violation of these Statutes, and the contract between a Surety and its principal, such as the ones I've laid out in my complaint, is an intentional BREACH of CONTRACT in which relief can be granted by the trier of fact. The Defendants intentionally breached the contract of the bond by surrendering my bond without good cause, transferring ownership of the collateral on the bond to its agent Mike Slyman, and removing the collateral from the State of Nevada while the bond was still active without my permission. I made all my court dates and didn't violate any conditions of my bond. Meaning, the actions of the Defendants in breaching the contract of my bond was done with Malice. This caused myself injury in which the Defendants need to answer to. I respectfully request this honorable court to reconsider its granting of the Defendants motion to dismiss, and order the Defendants to answer my complaint of Breach of Contract. Collateral is to secure the bond in event of forfeiture, none occurred.

I Declare under the penalty of perjury the fore mentioned is true and correct to my knowledge.

7/3/19


Marlon Brown / Plaintiff

Marlon Brown #1209358
SOCC P.O. Box 208
Indian Springs, Nevada
89070

50AL

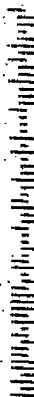
459

ZIP 89101
011E12650516



Clerk of the Court
200 Lewis Ave
Las Vegas, Nevada
89155-1160

2364451
3763



FILED

JUL 15 2019

Marlon Lorenzo Brown #1209358

CLERK OF COURT

SNCC P.O. Box 228

Indian Springs, Nevada

893170

Eighth Judicial District Court
Clark County, Nevada

Marlon Brown

Case # A-19-790945-C

Plaintiff

Dept # XXII

v

(Hearing Requested)

Mike Slyman

Easy Bail LLC

American Surety Company

Defendants

Complete Amended Complaint/Supplement to motion to reconsider

Comes Now, Marlon Brown (Plaintiff), Pro Se with a complete Amended Complaint to supplement his motion to reconsider that was previously filed in this matter.

Dated this

8th Day of July 2019

RECEIVED
JUL 15 2019

CLERK OF THE COURT

A-19-790945-C
ACOM
Amended Complaint
4850513




Plaintiff recently submitted a motion to reconsider, asking this Honorable Court to reconsider its July 2nd decision to grant the Defendants motion to dismiss. In this motion to reconsider, Plaintiff asked this court for permission to amend the cause of action to Breach of Contract, as the elements in the previous complaint were elements to fit a Breach of Contract versus Fraud.

Upon reviewing my previous complaint Plaintiff also noticed I would be unduly prejudiced if my complaint were dismissed versus granted leave to amend due to the fact the causes of action in the complaint occurred in April 2019, and July 2019. Meaning, my complaint would be time barred if I had to refile it. Due to the fact the elements in my complaint did make a cause of action upon which relief could be granted by the trier of fact, and it was just labeled wrong. I ask this court to accept the complete amended complaint I have submitted curing the deficiencies that caused the previous complaint to be dismissed. And order the Defendants to respond to my allegations in my Amended Complaint.

In Conclusion, Plaintiff ask this Honorable Court to set aside its July 2nd 2019, judgement dismissing my complaint. Allow my attached Amended Complaint to be the operable complaint. And order the Defendants to respond to the Amended Complaint. To avoid an unduly prejudice of time bar of Plaintiffs Complaint. I Declare under penalty of perjury the aforementioned is true and correct to my knowledge.

7/9/19


Marlon Brown Plaintiff

Amended Complaint

①

Facts - On May 26th 2016, Defendant Mike Slyman owner/agent of Easy Bail Inc posted a \$350,000⁰⁰ bail bond through his company Easy Bail Inc on behalf of American Surety Company through power of attorney, to secure the release of Plaintiff Marlon Brown from Clark County Detention Center (Exhibit A).

Defendant Mike Slyman accepted as collateral to secure this bond Plaintiff's 2006 Aston Martin DB9 VIN# SCFAD01A069A 05994, and Oregon title (#1518104320) to the vehicle. This collateral was taken with the agreement that the collateral would be returned once the bond was exonerated, and an agreed upon sum was paid as a fee/premium for the bond

with no exact time limit on payment of the fee. The agreement was also that the collateral would only be forfeited in the event the Plaintiff did not appear in court as required by the bond agreement, and the Defendants were required to pay the courts any amount of the \$350,000⁰⁰ bond in forfeiture.

On October 4th 2016, at 11:00 am the Defendants performed a paper surrender at 11:00 am at the Clark County Detention Center without good cause, of the \$350,000⁰⁰ bail bond posted for the Plaintiff. (Exhibit B).

Count One - Breach of Contract: Defendant Mike Slyman, acting on behalf of American Surety Company through his bail bonding company Easy Bail Inc as agent, Breached the contract of said bond by performing a Early Surrender of the Plaintiff without good cause on October 4th 2016. The agreement of the bond as well as the requirements of NAC 697.330 was that the bond would not be surrendered without good cause before →

②

Completion of District Court Case # C-14-301675-1. On October 4th 2016 at 11:00am the time of the Surrender, Plaintiff's forementioned case was still open and the Surrender lacked good cause. This is a Breach of Contract causing the Plaintiff injury in which Compensary and Punitive damages are demanded.

Court Two- Breach of Contract: Defendant Mike Slyman, acting on behalf of American Surety Company through his company Easy Bail Inc as owner/agent, Breached the contract of said bond by transferring ownership of the collateral from the Plaintiff to his name in April 2017 without the bond being forfeited to the courts. The bond was still in good standing as Plaintiff had made all required court appearances and the bond had not been exonerated, meaning, the bond was still in good standing. This Breach of Contract was also a violation of NRS 697.328(2) which reads:

The collateral security must be received in a fiduciary capacity, and BEFORE any forfeiture must be kept SEPERATE and apart from any other fund or assets of the licensee.

The agreement of the car being collateral of the bond, as well as the law governing collateral transactions involving collateral accepted to secure bonds, requires ownership of the collateral not be transferred to the licensee BEFORE forfeiture of bail. Here no forfeiture of bail existed when the Defendants transferred ownership of Plaintiff's vehicle to themselves. This is a Breach of Contract causing Plaintiff injury in which compensary and punitive damages are demanded.

③

Count Three - Breach of Contract: Defendant Mike Slyman, acting on behalf of American Surety Company through his company Easy Bail Inc, Breached the contract of the bond by removing Plaintiff's collateral from Nevada to the State of California, and selling the collateral while the bond was still in good standing and had not been forfeited to the courts. This was a Breach of Contract of the bond and a violation of NRS 697.328(2) which reads:

A bail agent may accept collateral in connection with a bail transaction... The collateral MUST NOT be transported or otherwise removed from this state.

The agreement was the collateral would be held at a storage facility here in Las Vegas until returned to the Plaintiff. Not taken and sold in California. This is a Breach of Contract and Nevada Statute NRS 697.328(2) which caused the Plaintiff injury in which compensatory and punitive damages are demanded.

Count Four - Breach of Contract - Defendant Mike Slyman, acting on behalf of American Surety Company through his company Easy Bail Inc as owner/agent, Breached the contract of the bond by not returning Plaintiff's Collateral when requested once the bond was exonerated by the courts due to the Defendants early surrender of the bond. This was a Breach of the Contract/Agreement to return Plaintiff's collateral once the bond was exonerated and violation of NRS 697.328(2) which reads:

The collateral security must be received in a fiduciary capacity... Any collateral received MUST be returned to the person who deposited with the bail agent or any assignee other than the bail agent as soon as the obligation, the

(4)

Satisfaction of which was secured by the collateral is discharged.

Once the Defendants decided to surrender the bond early without good cause the premium is returnable in FULL and the collateral MUST be returned. NRS 697.330 Reads:

If a bail agent or bail solicitor, without good cause, surrenders a Defendant to custody before the time specified in the undertaking of bail or the bail bond for the appearance of the Defendant, or before any other occasion where the presence of the Defendant in court is lawfully required, The premium is returnable in FULL.

Obviously, the Defendants could not return the collateral to the Plaintiff as the contract and law required once the bond was exonerated, because in Breach of the Contract and Nevada law, The Defendants sold the Collateral before the bond was exonerated or in forfeiture. This caused the Plaintiff injury in which compensatory and Punitive damages are demanded.

Count Five - Fraud: Defendant Mike Slyman, acting on behalf of American Surety Company through his Company Easy Bail He as owner/agent, committed Fraud by entering into the forementioned bonding contract with the clear intention of defrauding the Plaintiff by surrendering him early, before the bond was due, without good cause in an attempt to steal/acquire the Plaintiff's property posted as collateral. The intentions can clearly be seen in the email exchange between Plaintiff's sister and Power of Attorney Tracy Brown, Gary Lange (Vice President of American Surety Company), and Defendant Mike Slyman (Exhibit C). In this email exchange the Defendants are asking for more money and

(5)

Collateral to post another bond when the collateral from the said bond had not been returned to the Plaintiff, and the early surrender by the Defendants was without good cause. Also, when asked for paperwork concerning the exoneration of the bond, and reason, the Defendants can clearly be seen trying to develop fraudulent paperwork and refused to give a clear reason for the early surrender as none existed. The Defendants had clear intentions of Defrauding Plaintiff out of his money and collateral from the beginning of this transaction. This caused the Plaintiff injury in which Compensatory and punitive damages are demanded.

Count Six-Intentional Infliction of Emotional Distress:

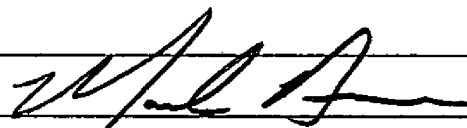
Mike Slyman, acting on behalf of American Surety Company through his company Easy Bail Inc as owner/agent intentionally caused Plaintiff great emotional distress by the actions in counts 1-5. These actions by the Defendants caused the Plaintiff loss of sleep, headaches, panick attacks, nightmares, and great financial problems causing distress. Defendants intentional Breach of Contract and intentional Fraud, as well as the refusal to correct these issues are the sole reasoning for this emotional distress that caused Plaintiff injury. Compensary and Punitive damages are demanded.

Relief Sought- Compensary and Punitive damages are sought for all counts in excess of \$15,000.⁰⁰

I Declare under the Penalty of Perjury the formentioned is true and correct to my knowledge.

Dated this

8th day of July 2019



Marlon Brown Plaintiff

Exhibit A

C301675-1

BAIL BOND

In the Las Vegas District Court, County of Clark, State of Nevada

STATE OF NEVADA

BAIL BOND POWER NO.

AS# 113211

2016 JUN -3 A 11:05

(power of attorney with this number must be attached.)

2016 JUN -3 A 11:05

Vs:

Defendant:

Brown, MARLON

CLERK OF THE COURT
Case No. C 301675

CLERK OF THE COURT

Know all men by these presents:

That we, EASY BAIL LLC, as principal and American Surety Company as the surety, heretofore authorized to transact Bail Bonds in the State of Nevada, are held and bound, to the above court, for payment in the sum of:

three hundred fifty thousand Dollars,

whereof, we bind ourselves, our heirs, executors, administrators, and our successors, and assigns, jointly, severally and firmly, by these presents. The condition of this obligation is such that the said defendant shall appear from day to day and term to term of said court to answer to the charge(s) of Domestic Battery with use of a deadly weapon (re)

Domestic battery (1st/2nd/3rd), Discharging gun at/into occupied structure/veh/crafts
Discharging gun w/ structure/veh w/ prohibit area (urf) Dom battery by strangulation (re)
Kidnapping, and degree, 1st/2nd, assault w/ b/w

And not depart the same without leave, then this obligation to be void, else to remain in full force and effect.

This Bond shall be in full force and effect until any of the following events:

- 1) Exonerated by court order.
- 2) Termination of this case by dismissal or conviction.

Signed and sealed this 26 day of May 20 16

[Signature]

Attorney in fact (signature) (agent)

Subscribed and sworn before me, a notary for the State of Nevada,

This 26 day of May 20 16

Notary stamp here / Notary signature

[Signature] Notary Public

Approved this _____ day of _____ 20 _____

By: _____

Bonding Company Stamp

EASY BAIL LLC

810 South Main Street

Las Vegas, Nevada 89101

702-478-1500 / Fax 702-405-8284

RECEIVED

JUN 03 2016

CLERK OF THE COURT

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

[Signature]
CLERK OF THE COURT

OCT 04 2016

C-14-301675-1

BAB
Bail Bond
4582148



Insurance Agency Stamp

American Surety Company

Bail Department

P.O. Box 68332

Indianapolis, Indiana 46268

Exhibit 1 of 6

3

Exhibit B

Exhibit C

Marlon Brown

7 messages

Tracy Brown <tbrown8178@gmail.com>
To: glogue@asc-usi.com

Thu, Jun 15, 2017 at 3:37 PM

Hi Gary!

I spoke Marlon attorney, and he said that he was told Marlon bond had been pulled and was no good.

So could you please give me some clarification on that. I need to know what the status of the bond was on October 3, 2016. When the bond became no good if that is the correct wording.

Thank you!

Tracy Brown
317-800-2212

Virus-free. www.avast.com

Logue, Gary <glogue@asc-usi.com>
To: Tracy Brown <tbrown8178@gmail.com>
Cc: "mike.slyman@gmail.com" <mike.slyman@gmail.com>

Thu, Jun 15, 2017 at 4:35 PM

Ms. Brown-

When Mr. Brown was remanded to custody, Mr. Slyman "off bonded" or pulled his bond – so there is not an American Surety bond in place for Mr. Brown as of that date. A new bond would have to be posted and as Mr. Slyman has indicated, that won't happen without the premium being paid and more collateral taken to secure the bond.

Gary Logue, Vice President
American Surety Company- Underwriters Surety, Inc.
Direct Telephone: 317-860-1897
Direct Facsimile: 317-819-3863
glogue@asc-usi.com

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[Quoted text hidden]

Tracy Brown <tbrown8178@gmail.com>
To: "Logue, Gary" <glogue@asc-usi.com>

Fri, Jun 16, 2017 at 5:47 PM

Good Evening!

Was the bond pulled before Marlon Brown was remanded into custody giving house arrest reason to pick him up?

Thank you!

Tracy Brown
317-800-2212

Logue, Gary <glogue@asc-usi.com>
To: Tracy Brown <tbrown8178@gmail.com>
Cc: Michael Slyman <MIKE.SLYMAN@gmail.com>

Fri, Jun 16, 2017 at 5:49 PM

No, it is my understanding the bond was. It pulled until AFTER Mr. Brown was remanded.

Sent From Gary Logue's iPhone
[Quoted text hidden]

Tracy Brown <tbrown8178@gmail.com>
To: "Logue, Gary" <glogue@asc-usi.com>

Fri, Jun 16, 2017 at 6:04 PM

Ok, thank you....Marlon told me to ask that question....do you have the date it was pulled?
[Quoted text hidden]

Logue, Gary <glogue@asc-usi.com>
To: Tracy Brown <tbrown8178@gmail.com>
Cc: Michael Slyman <MIKE.SLYMAN@gmail.com>

Fri, Jun 16, 2017 at 6:27 PM

I do not. Mike probably does.

Sent From Gary Logue's iPhone
[Quoted text hidden]

Tracy Brown <tbrown8178@gmail.com>
To: rdfinvestigative@aol.com

Mon, Jul 3, 2017 at 3:23 PM

this is just some communication between myself and surety company.
[Quoted text hidden]

FW: M. BROWN EXON

2 messages

Logue, Gary <glogue@asc-usi.com>
To: Tracy Brown <tbrown8178@gmail.com>
Cc: Michael Slyman <mike.slyman@gmail.com>

Fri, Jun 30, 2017 at 1:40 PM

Tracy-

Below is what Mike sent – I was unable to read the “Register of Action” and our internet virus security would not let me access the link. So, I went to the Court website and printed the attached complete, legible copy. See pages 11 & 12 – motion to exonerate filed 1/5/17 and granted 1/13/17. That must have been known to Marlon and his attorney because on Page 12 there is a Motion for Release on Own Recognizance or in the alternative Motion to set reasonable Bail filed 1/25/17 and that motion denied 1/31/17.

Gary Logue, Vice President
American Surety Company- Underwriters Surety, Inc.
Direct Telephone: 317-860-1897
Direct Facsimile: 317-819-3863
glogue@asc-usi.com

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From: Michael Slyman [mailto:mike.slyman@gmail.com]
Sent: Thursday, June 29, 2017 12:56 PM
To: Logue, Gary <glogue@asc-usi.com>
Subject: M. BROWN EXON

General Ledger by Fund Type		Summary of Activity		Summary of Activity	
		Total		Total	
General	1000	1000	1000	1000	1000
Special	2000	2000	2000	2000	2000
Capital	3000	3000	3000	3000	3000
Debt	4000	4000	4000	4000	4000
Other	5000	5000	5000	5000	5000
Total					

Gary, here is where the minutes reflect the bond exon. We had sent in a lawyer at a earlier date and I think there was a mistake because they said he appeared on behalf of another bond company. I will provide the link to the court as well.

<https://www.clarkcountycourts.us/Anonymous/default.aspx>

Marlon Brown Bond Status

4 messages

Tracy Brown <tbrown8178@gmail.com>
To: "Logue, Gary" <glogue@asc-usi.com>

Fri, Jun 30, 2017 at 12:51 PM

Good Afternoon Gary!

I am just following up regarding the exoneration order that Mike Slyman was to have sent to you yesterday. I was wondering did you get it? My guess is no, cause it don't exist. If you do have it, please forward me a copy of the court ordered exoneration.

If not, please send me a letter today stating the the bond is still in full force according to the binding contract of the bail bond signed May 26, 2016. I need this today, as I should have received a call or this notice of bond exonerated today as you promised me yesterday while I was in your office.

I await a response and documentation from you before end of business today, June 30, 2017.

Thank you,

Tracy Brown
317-800-2212

Logue, Gary <glogue@asc-usi.com>
To: Tracy Brown <tbrown8178@gmail.com>

Fri, Jun 30, 2017 at 1:01 PM

Hi Tracy-

Mike sent me an e-Mail link to the exoneration confirmation but Ive not been able to access it – give me just a bit.

Gary Logue, Vice President
American Surety Company- Underwriters Surety, Inc.
Direct Telephone: 317-860-1897
Direct Facsimile: 317-819-3863
glogue@asc-usi.com

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[Quoted text hidden]

Tracy Brown <tbrown8178@gmail.com>
To: "Logue, Gary" <glogue@asc-usi.com>

Fri, Jun 30, 2017 at 1:17 PM

Ok, I will give you a few. But at the same time, tell Mike stop playing games while at the same time he lying and send the court ordered paper.

Also, like I stated yesterday, no one was incarcerated when Mike Slyman revoked Marlon bonf that he was saying at first he had nothing to do with it, until I presented the evidence. So to clarify, 2 of the signees were not incarcerated when Mike Slyman revoked the bond.

But yes, I want the actual copy of the exonerated court order signed by the judge and it needs to be dated prior to June 29, 2017. Marlon hasnt been to court regarding thus bond yet to date, so let me put that up front.

I'm awaiting!

Tracy Brown <tbrown8178@gmail.com>
To: "Logue, Gary" <glogue@asc-usi.com>

Fri, Jun 30, 2017 at 3:38 PM

Hi Gary,

It is now 3:35pm and I just left you a voicemail on your office phone. I have not received this paper via email and if it ever existed, I should have by now forwarded by you. Mike needs to stop acting as if it was done. I have already had legal people search into it unless he went to a judge in another state.

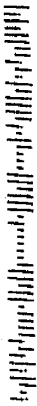
Please send paper today.

Thank you

Tracy Brown
POA for Marlon Brown

[Quoted text hidden]

Marlon Lorenzo Brown #1209358
SNCC P.O. Box 208
Indian Springs, Nevada 89070



Clerk of the Court
200 Lewis Ave
Las Vegas, Nevada
89155-1160

2361484
3763

Steven D. Grierson

OSCC

**DISTRICT COURT
CLARK COUNTY, NEVADA**

MARLON BROWN, PLAINTIFF(S)

CASE NO.: A-19-790945-C

VS.

MICHAEL SLYMAN, DEFENDANT(S)

DEPARTMENT 22

CIVIL ORDER TO STATISTICALLY CLOSE CASE

Upon review of this matter and good cause appearing,
IT IS HEREBY ORDERED that the Clerk of the Court is hereby directed to
statistically close this case for the following reason:

DISPOSITIONS:

- ☐ Default Judgment
- ☐ Judgment on Arbitration
- ☐ Stipulated Judgment
- ☐ Summary Judgment
- ☐ Involuntary Dismissal
- ☒ Motion to Dismiss by Defendant(s)
- ☐ Stipulated Dismissal
- ☐ Voluntary Dismissal
- ☐ Transferred (before trial)
- ☐ Non-Jury – Disposed After Trial Starts
- ☐ Non-Jury – Judgment Reached
- ☐ Jury – Disposed After Trial Starts
- ☐ Jury – Verdict Reached
- ☐ Other Manner of Disposition

DATED this 22nd day of July, 2019.

Susan Johnson
SUSAN JOHNSON
DISTRICT COURT JUDGE

1 Marlon Brown #1289358

2 In Propria Personam
3 Post Office Box 208, S.D.C.C.
4 Indian Springs, Nevada 89018

5 IN THE Eighth JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA

6 IN AND FOR THE COUNTY OF Clark

9 Marlon Brown

10 Plaintiff,

11 vs. Mike Slyman

12 Easy Bail LLC

13 American Surety Defendant.
14 Company

Case No. A-19-798945-C

Dept. No. XXII

Docket _____

16 **NOTICE OF APPEAL**

17 NOTICE IS HEREBY GIVEN, That the Petitioner/Defendant,
18 Marlon Brown, in and through his proper person, hereby
19 appeals to the Supreme Court of Nevada from the ORDER denying and/or
20 dismissing the

21 civil complaint and Amended civil complaint in case #

22 A-19-798945-C

23 ruled on the 22nd day of July, 20 19.

25 Dated this 28th day of July, 20 19.

26 Respectfully Submitted,

27 RECEIVED

28 JUL 31 2019

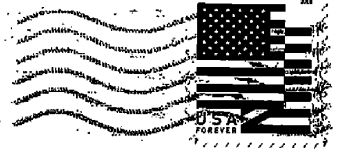
CLERK OF THE COURT

Marlon Brown / Plaintiff

Marlon Lorenzo Brown #1289358
SDCC P.O. Box 208
Indian Springs, Nevada
89070

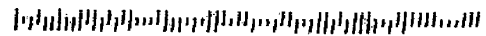
LAS VEGAS NV 890

30 JUL 2019 PM 5 L



Clerk of the Court
200 Lewis Ave
Las Vegas, Nevada
89155-1160

89101-830000



OUTGOING MAIL
JUL 29 2019
SOUTHERN DESERT
CORRECTIONAL CENTER

Steven D. Grierson

Marlon Brown #1209358

SNCC P.O. Box 208

Indian Springs, Nevada 89070

Eight Judicial District Court
Clark County, Nevada

Marlon Brown / Plaintiff

Case # A-19-790945-C

v

Dept # XX11

Mike Shyman et al / Defendants

Case Appeal Statement

1.) Appellant: Marlon Brown

2.) Judge: Dept XX11

3.) Appellant Counsel

Marlon Brown #1209358

P.O. Box 208

Indian Springs, NV 89070

4.) Defendants

Counsel

Mike Shyman

Dustin R. Marcello esq

Easy Bail Inc

601 Las Vegas Blvd South

American Surety Company Las Vegas, Nevada 89101

5.) Appellants Attorney Licensed in Nevada: N/A

Defendants Attorney Licensed in Nevada: Yes

6.) Has Appellant ever been represented by appointed counsel in District: No

7.) Appellant granted Form 9 papers: Yes

Appellant filed application for Form 9 papers: Yes Date 3/19 →

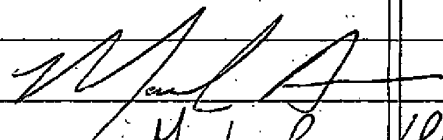
RECEIVED

JUL 31 2019

CLERK OF THE COURT

- 8) Appellant represented by appointed counsel on appeal: N/A
9) Date commenced in District Court:
10) Brief description of Nature of the action: Civil complaint / Breach of Contract
Type of Judgment or order being appealed: Dismissal of civil complaint
11) Previous appeal: No
12) child custody or visitation: N/A
13) Possibility of settlement: unknown

Dated this 28th Day of July 2019


Marlon Brown / Plaintiff



1 ASTA

2
3
4
5
6 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**
7 **STATE OF NEVADA IN AND FOR**
8 **THE COUNTY OF CLARK**

9 MARLON BROWN,

10 Plaintiff(s),

11 vs.

12
13 MIKE SLYMAN; EASY BAIL LLC; AMERICAN
14 SURETY COMPANY,

15 Defendant(s),

Case No: A-19-790945-C

Dept No: XXII

16
17 **CASE APPEAL STATEMENT**

18 1. Appellant(s): Marlon Brown

19 2. Judge: Susan Johnson

20 3. Appellant(s): Marlon Brown

21 Counsel:

22
23 Marlon Brown #1209358
24 P.O. Box 208
Indian Springs, NV 89070

25 4. Respondent (s): Mike Slyman; Easy Bail, LLC; American Surety Company

26 Counsel:

27 Dustin R. Marcello, Esq.
28 601 Las Vegas Blvd, South

Las Vegas, NV 89101

5. Appellant(s)'s Attorney Licensed in Nevada: N/A
Permission Granted: N/A

Respondent(s)'s Attorney Licensed in Nevada: Yes
Permission Granted: N/A

6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

8. Appellant Granted Leave to Proceed in Forma Pauperis**: Yes, March 12, 2019
***Expires 1 year from date filed*
Appellant Filed Application to Proceed in Forma Pauperis: N/A
Date Application(s) filed: N/A

9. Date Commenced in District Court: March 12, 2019

10. Brief Description of the Nature of the Action: Unknown

Type of Judgment or Order Being Appealed: Misc. Order

11. Previous Appeal: No

Supreme Court Docket Number(s): N/A

12. Child Custody or Visitation: N/A

13. Possibility of Settlement: Unknown

Dated This 2 day of August 2019.

Steven D. Grierson, Clerk of the Court

/s/ Amanda Hampton

Amanda Hampton, Deputy Clerk
200 Lewis Ave
PO Box 551601
Las Vegas, Nevada 89155-1601
(702) 671-0512

cc: Marlon Brown

FILED

SEP 09 2019

28

Marlon Lorenzo Brown #1209358

~~CLERK OF COURT~~

SDCC P.O. Box 208

Indian Springs, Nevada

89070

Eighth Judicial District Court
Clark County, Nevada

Marlon Brown

Case # A-19-790945-C

Plaintiff

Dept # XX11

v

(Hearing Requested)

Mike Slyman

Easy Bail Inc

American Surety Company

Defendants

Complete Amended Complaint / Motion to reconsider

Dated this 28th Day of August 2019

CLERK OF THE COURT

SEP 09 2019

RECEIVED

A-19-790945-C
ACOM
Amended Complaint
4863163



I submitted a motion asking this court to reconsider its July 2nd 2019 decision granting the Defendants motion to dismiss, and to allow leave to amend. I then submitted a complete amended Complaint along with my motion to reconsider. The court denied my motion via minute order stating that I didn't request a hearing or serve the Defendants my proposed amended complaint.

I then appealed to the Nevada Supreme Court as a dismissal of my complaint would cause the undue prejudice of time bar if I had to refile. In light of the attached order from the Nevada Supreme Court I now renew my motion to reconsider and my proposed Amended Complaint. A hearing on my motion has been requested, and the attorney for the Defendants Dustin R. Marcello esq / Pitara & Fuma Law Offices has been served as noted on the Certificate of Service. With a copy of this motion and proposed Amended Complaint. This corrects all the deficiencies the court noted in the minute order denying my last motion filed on July 15th 2019. I pray this Honorable Court will grant this motion to reconsider and accept my Amended Complaint as the operable complaint and order the Defendants to answer to these allegations. I'm currently incarcerated so I ask the court that any argument in this matter take place through written motion as I am unable to be present for any court hearings due to my current incarceration. Thank You in advance for your consideration in this matter.

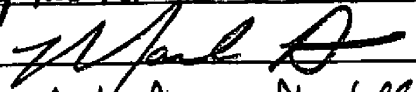
* I also ask the court to take notice of the exhibit filed along with this motion. It's a complaint and order to show cause the Attorney General filed against the Defendants with identical facts as this Complaint.

Plaintiff recently submitted a motion to reconsider, asking this Honorable Court to reconsider its July 2nd decision to grant the Defendants motion to dismiss. In this motion to reconsider, Plaintiff asked this court for permission to amend the cause of action to Breach of Contract, as the elements in the previous complaint were elements to fit a Breach of Contract versus Fraud.

Upon reviewing my previous complaint Plaintiff also noticed I would be unduly prejudiced if my complaint were dismissed versus granted leave to amend due to the fact the causes of action in the complaint occurred in April 2017, and July 2017. Meaning my complaint would be time barred if I had to refile it. Due to the fact the elements in my complaint did make a cause of action upon which relief could be granted by the trier of fact, and it was just labeled wrong. I ask this court to accept the complete amended complaint I have submitted curing the deficiencies that caused the previous complaint to be dismissed. And order the Defendants to respond to my allegations in my Amended Complaint.

In Conclusion, Plaintiff ask this Honorable Court to set aside its July 2nd 2019, judgement dismissing my complaint. Allow my attached Amended Complaint to be the operable complaint. And order the Defendants to respond to the Amended Complaint. To avoid an unduly prejudice of time bar of Plaintiffs Complaint. I Declare under penalty of perjury the foregoing is true and correct to my knowledge.

7/9/19


Marlon Brown Plaintiff

IN THE SUPREME COURT OF THE STATE OF NEVADA

MARLON LORENZO BROWN,
Appellant,
vs.
MIKE SLYMAN; EASY BAIL, LLC; AND
AMERICAN SURETY COMPANY,
Respondents.

No. 79340

FILED

AUG 23 2019

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

ORDER DISMISSING APPEAL

This is an appeal from the district court's minute order dismissing appellant's complaint. Eighth Judicial District Court, Clark County; Susan Johnson, Judge.

Review of the documents before this court reveals a jurisdictional defect. The district court's minute order is ineffective and not appealable. *State, Div. of Child & Family Serv. v. Eighth Judicial Dist. Court*, 120 Nev. 445, 451-54, 92 P.3d 1239, 1243-45 (2004) ("[D]ispositional court orders that are not administrative in nature, but deal with the procedural posture or merits of the underlying controversy, must be written, signed, and filed before they become effective."); *Rust v. Clark Cty. Sch. Dist.*, 103 Nev. 686, 689, 747 P.2d 1380, 1382 (1987) (stating that the district court's minute order is ineffective and cannot be appealed). To date, it does not appear that the district court has entered a written order, signed

by the judge, dismissing appellant's complaint. Accordingly, this court lacks jurisdiction and

ORDERS this appeal DISMISSED.¹

Pickering, J.
Pickering

Parraguirre, J.
Parraguirre

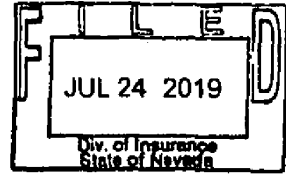
Cadish, J.
Cadish

cc: Hon. Susan Johnson, District Judge
Marlon Lorenzo Brown
Pitaro & Fumo, Chtd.
Eighth District Court Clerk

¹In light of this decision, this court takes no action in regard to the documents filed on August 16, 2019.

Exhibit

(Complaint and application/order to show cause against Defendants filed by Attorney General with identical facts as my complaint).



STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE

IN THE MATTER OF

MICHAEL J. SLYMAN;
EASY BAIL LLC,

Respondents.

CAUSE NUMBERS: 17.0021

COMPLAINT AND APPLICATION FOR
ORDER TO SHOW CAUSE

The State of Nevada, Department of Business and Industry, Division of Insurance ("Division"),
sends greetings to:

Michael Joseph Slyman
810 S. Main Street
Las Vegas, NV 89101

Easy Bail, LLC
810 S. Main Street
Las Vegas, NV 89101

COMPLAINT

YOU ARE HEREBY NOTIFIED of the conduct, conditions or acts which violate the provisions
of the Nevada Revised Statutes ("NRS") and Nevada Administrative Code ("NAC"), as set forth in this
Complaint and Application for Order to Show Cause ("Complaint").

I.

JURISDICTION

The Commissioner has exclusive jurisdiction to regulate the business of insurance and bail in the
State of Nevada pursuant to NRS 679B.120 and NRS 679B.130.

II.

ALLEGATIONS OF FACTS

1. Respondent, Michael Joseph Slyman ("SLYMAN") is a Nevada resident bail agent,
license number 643935.

2. Respondent, Easy Bail, LLC ("EASY BAIL"), is a Nevada resident bail agency, license
number 744553. (SLYMAN and EASY BAIL hereinafter referred to jointly as "RESPONDENTS").

3. RESPONDENTS violated NRS 683A.451 (4), (8), NRS 683A.400 (1); NRS 697.300; NRS 697.310, 697.320 (2), (4) by failing to return Brown's Vehicle or refund money owed to Brown.

4. SLYMAN violated NRS 683A.451 (4), (7), (8), (10); NRS 686A.070; NRS 686A.170; NRS 683A.400 (1) by transferring the title to Brown's Vehicle to himself and failing to refund money.

5. **RESPONDENTS** violated NAC 697.520 by failing to provide an itemized statement of expenses deducted from collateral.

6. RESPONDENTS violated NRS 697.330 and NAC 697.550 by causing Brown's early surrender into custody without good cause and failing to return the \$15,000 of the premium paid.

7. SLYMAN violated NRS 697.090 (1) by performing the functions of a Bail Enforcement Agent without a proper license.

8. RESPONDENTS violated NAC 697.550 (3) by failing to file Form M-8C within 10 days after the surrender.

9. RESPONDENTS are unsuitable persons pursuant to NRS 679B.125 (1) and NAC 679B.039.

III.

DISCIPLINE AUTHORIZED

1. As made applicable by NRS 697.360, pursuant to NRS 683A.451 (2), (4), (7), (8), (10); NRS 683A.461 (2)--(5), and in accordance with NRS 697.150 (1) (d); NRS 679B.130, NRS 679B.125, as defined in NAC 679B.039 (1) and (2), and as provided in chapter NRS 686A.020, .160, .170 of the NRS, the Commissioner has authority to revoke or suspend RESPONDENTS' licenses, and impose administrative fines of up to \$500 per violation against each of the RESPONDENTS, except when applicable \$1,000, as provided in NRS 697.090.

Furthermore, pursuant to NRS 697.330, upon a finding that Brown's surrender was not for good cause, the Commissioner has authority to order RESPONDENTS to refund the \$15,000 and the value of Brown's Vehicle.

2. Each violation of the Insurance Code and corresponding regulations stands on its own as basis for disciplinary action. The Division requests that the Commissioner require RESPONDENTS to appear and show cause, if any, why the revocation of licenses, imposition of administrative fines, refund of Brown's Vehicle or the value thereof, and of \$15,000 should not be ordered.

IV.

APPLICATION FOR ORDER TO SHOW CAUSE

WHEREFORE, under the authority of Title 57 of the NRS, and other applicable laws and regulations of the State of Nevada, and other general powers and duties of the Commissioner, the Division respectfully requests that the Commissioner, therefore, require RESPONDENTS to appear and show cause, why the revocation of licenses, the imposition of administrative fines, refund of Brown's vehicle of the value thereof, and of \$15,000 should not be ordered.

DATED: July 24, 2019.

AARON D. FORD
Attorney General

By:

JOANNA M. GRIGORIEV
Nevada State Bar No. 5649
*Attorneys for Respondent Nevada Division
of Insurance*

1 **CERTIFICATE OF MAILING**

2 I hereby certify that I have this day served the **COMPLAINT AND APPLICATION**
3 **FOR ORDER TO SHOW CAUSE, and ORDER TO SHOW CAUSE, CAUSE NO.**
4 **17.0021**, by mailing true and correct copies thereof, properly addressed with postage prepaid,
5 certified mail return receipt requested, to:

6 Michael Joseph Slyman
7 810 S. Main St.
8 Las Vegas, NV 89101
9 CERTIFIED MAIL NO. 7019 0140 0000 9269 5546


10 Easy Bail, LLC
11 810 S. Main St.
12 Las Vegas, NV 89101
13 CERTIFIED MAIL NO. 7019 0140 0000 9269 5553

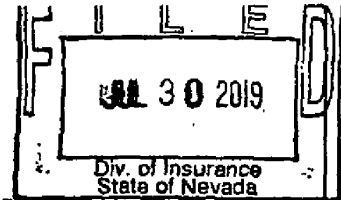
14 and, electronic copies of the foregoing documents were sent via email to:

15 Joanna N. Grigoriev, Sr. Deputy Attorney General
16 Nevada Office of the Attorney General
17 555 E. Washington Ave., Ste. 3900
18 Las Vegas, NV 89101
19 EMAIL: jgrigoriev@ag.nv.gov

20 Barbara D. Richardson, Commissioner
21 Nevada Division of Insurance
22 1818 E. College Pkwy., Ste. 103
23 Carson City, NV 89706
24 EMAIL: icommish@doi.nv.gov

25 DATED this 30th day of July, 2019.

26 
27 Employee of the State of Nevada
28 Department of Business and Industry
Division of Insurance



STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INSURANCE

IN THE MATTER OF

CAUSE NO. 17.0021

MICHAEL J. SLYMAN;
EASY BAIL, LLC;

ORDER TO SHOW CAUSE

Respondents.

The State of Nevada, Department of Business and Industry, Division of Insurance
("Division") sends greetings to:

Michael Joseph Slyman
810 S. Main St.
Las Vegas, NV 89101

Easy Bail, LLC
810 S. Main St.
Las Vegas, NV 89101

Be advised that pursuant to Title 57 of the Nevada Revised Statutes ("NRS"), and all other applicable laws and regulations, and under the general powers and duties of the Commissioner of Insurance ("Commissioner"), Respondents Michael J. Slyman ("SLYMAN") and Easy Bail, LLC ("EASY BAIL") are ordered to appear and show cause, if any, why appropriate disciplinary action should not be taken for the alleged violations of Nevada law set forth in the Complaint and Application for Order to Show Cause filed by the Division.

A hearing will be held before the Commissioner, or her appointed Hearing Officer, on the 16th day of September, 2019, at 9:30 a.m., at the offices of the Division, 1818 East College Parkway, Suite 103, Carson City, Nevada 89706, with videoconference to 3300 West Sahara Avenue, Suite 275, Las Vegas, Nevada 89102.

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1 Pursuant to NRS 233B.121(3), all parties may be represented by counsel at an
2 administrative hearing. Accordingly, SLYMAN and EASY BAIL may seek representation by
3 a licensed Nevada attorney pursuant to Nevada Administrative Code ("NAC") 679B.313, and
4 shall notify the Division of such representation no later than five (5) business days prior to the
5 date of this hearing, pursuant to NAC 679B.311(2).

6 Written and oral evidence may be presented by the parties, and all parties will be given
7 an opportunity to be heard. The hearing will be conducted pursuant to Chapter 233B of the
8 NRS, Title 57 of the NRS, including NRS 679B.310, et seq., Chapter 679B of the NAC dealing
9 with hearings before the Division, and all other applicable laws and regulations.

10 DATED this 30 day of July, 2019.

11
12 
13 BARBARA D. RICHARDSON
14 Commissioner of Insurance
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28

1 **CERTIFICATE OF MAILING**

2 I hereby certify that I have this day served the **COMPLAINT AND APPLICATION**
3 **FOR ORDER TO SHOW CAUSE, and ORDER TO SHOW CAUSE, CAUSE NO.**
4 **17.0021**, by mailing true and correct copies thereof, properly addressed with postage prepaid,
5 certified mail return receipt requested, to:

6 Michael Joseph Slyman
7 810 S. Main St.
8 Las Vegas, NV 89101
9 CERTIFIED MAIL NO. 7019 0140 0000 9269 5546


10 Easy Bail, LLC
11 810 S. Main St.
12 Las Vegas, NV 89101
13 CERTIFIED MAIL NO. 7019 0140 0000 9269 5553

14 and, electronic copies of the foregoing documents were sent via email to:

15 Joanna N. Grigoriev, Sr. Deputy Attorney General
16 Nevada Office of the Attorney General
17 555 E. Washington Ave., Ste. 3900
18 Las Vegas, NV 89101
19 EMAIL: jgrigoriev@ag.nv.gov

20 Barbara D. Richardson, Commissioner
21 Nevada Division of Insurance
22 1818 E. College Pkwy., Ste. 103
23 Carson City, NV 89706
24 EMAIL: icommish@doi.nv.gov

25 DATED this 30th day of July, 2019.

26 
27 Employee of the State of Nevada
28 Department of Business and Industry
Division of Insurance

Amended Complaint

①

Facts - On May 26th 2016, Defendant Mike Slyman owner/agent of Easy Bail Inc posted a \$350,000⁰⁰ bail bond through his company Easy Bail Inc on behalf of American Surety Company through power of attorney, to secure the release of Plaintiff Mark Brown from Clark County Detention Center (Exhibit A).

Defendant Mike Slyman accepted as collateral to secure this bond Plaintiff's 2006 Aston Martin Db9 VIN# ScfAD01A060A 05994, and Oregon title (#1518104320) to the vehicle. This collateral was taken with the agreement that the collateral would be returned once the bond was exonerated, and an agreed upon sum was paid as a fee/premium for the bond with no exact time limit on payment of the fee. The agreement was also that the collateral would only be forfeited in the event the Plaintiff did not appear in court as required by the bond agreement, and the Defendants were required to pay the courts any amount of the \$350,000⁰⁰ bond in forfeiture. On October 4th 2016, at 11:00 am the Defendants performed a paper surrender at 11:00 am at the Clark County Detention Center without good cause, of the \$350,000⁰⁰ bail bond posted for the Plaintiff. (Exhibit B).

Count One - Breach of Contract: Defendant Mike Slyman, acting on behalf of American Surety Company through his bail bonding company Easy Bail Inc as agent, Breached the contract of said bond by performing a Early Surrender of the Plaintiff without good cause on October 4th 2016. The agreement of the bond as well as the requirements of NAC 697.330 was that the bond would not be surrendered without good cause before →

②

Completion of District Court Case # C-14-301675-1. On October 4th 2016 at 11:00am the time of the Surrender, Plaintiff's forementioned case was still open and the Surrender lacked good cause. This is a Breach of Contract causing the Plaintiff injury in which Compensary and Punitive damages are demanded.

Count Two- Breach of Contract: Defendant Mike Slyman, acting on behalf of American Surety Company through his company Easy Bail It as owner/agent, Breached the contract of said bond by transferring ownership of the collateral from the Plaintiff to his name in April 2017 without the bond being forfeited to the courts. The bond was still in good standing as Plaintiff had made all required court appearances and the bond had not been exonerated meaning, the bond was still in good standing. This Breach of Contract was also a violation of NRS 697.320(2) which reads:

The collateral security must be received in a fiduciary capacity, and BEFORE any forfeiture must be kept SEPERATE and apart from any other fund or assets of the licensee.

The agreement of the car being collateral of the bond, as well as the law governing collateral transactions involving collateral accepted to secure bonds, requires ownership of the collateral not be transferred to the licensee BEFORE forfeiture of bail. Here no forfeiture of bail existed when the Defendants transferred ownership of Plaintiff's vehicle to themselves. This is a Breach of Contract causing Plaintiff injury in which compensary and punitive damages are demanded.

③

Count Three - Breach of Contract: Defendant Mike Slyman, acting on behalf of American Surety Company through his company Easy Bail Inc, Breached the contract of the bond by removing Plaintiff's collateral from Nevada to the State of California, and selling the collateral while the bond was still in good standing and had not been forfeited to the courts. This was a Breach of Contract of the bond and a violation of NRS 697.328(1) which reads:

A bail agent may accept collateral in connection with a bail transaction... The collateral MUST NOT be transported or otherwise removed from this state.

The agreement was the collateral would be held at a storage facility here in Las Vegas until returned to the Plaintiff. Not taken and sold in California. This is a Breach of Contract and Nevada Statute NRS 697.328(1) which caused the Plaintiff injury in which compensatory and punitive damages are demanded.

Count Four - Breach of Contract - Defendant Mike Slyman, acting on behalf of American Surety Company through his company Easy Bail Inc as owner/agent, Breached the contract of the bond by not returning Plaintiff's Collateral when requested once the bond was exonerated by the courts due to the Defendants early surrender of the bond. This was a Breach of the Contract/Agreement to return Plaintiff's collateral once the bond was exonerated and violation of NRS 697.328(2) which reads:

The collateral security must be received in a fiduciary capacity... Any collateral received MUST be returned to the person who deposited with the bail agent or any assignee other than the bail agent as soon as the obligation, the

(4)

Satisfaction of which was secured by the collateral is discharged.

Once the Defendants decided to surrender the bond early without good cause the premium is returnable in FULL and the collateral MUST be returned. NRS 697.332 Reads:

If a bail agent or bail solicitor, without good cause, surrenders a Defendant to custody before the time specified in the undertaking of bail or the bail bond for the appearance of the Defendant, or before any other occasion where the presence of the Defendant in court is lawfully required, The premium is returnable in FULL.

Obviously, the Defendants could not return the collateral to the Plaintiff as the contract and law required once the bond was exonerated, because in Breach of the Contract and Nevada law, The Defendants sold the Collateral before the bond was exonerated or in forfeiture. This caused the Plaintiff injury in which compensatory and Punitive damages are demanded.

Count Five - Fraud: Defendant Mike Slyman, acting on behalf of American Surety Company through his Company Easy Bail He as owner agent, committed Fraud by entering into the firementioned bonding contract with the clear intention of defrauding the Plaintiff by surrendering him early, before the bond was due, without good cause in an attempt to steal/acquire the Plaintiff's property posted as collateral. The intentions can clearly be seen in the email exchange between Plaintiff's sister and Power of Attorney Tracy Brown, Gary Lange (Vice President of American Surety Company) and Defendant Mike Slyman (Exhibit C). In this email exchange the Defendants are asking for more money and

(5)

Collateral to post another bond when the collateral from the said bond had not been returned to the Plaintiff, and the early surrender by the Defendants was without good cause. Also, when asked for paperwork concerning the exoneration of the bond, and reason, the Defendants can clearly be seen trying to develop fraudulent paperwork and refused to give a clear reason for the early surrender as none existed. The Defendants had clear intentions of Debauching Plaintiff out of his money and collateral from the beginning of this transaction. This caused the Plaintiff injury in which compensatory and punitive damages are demanded.

Count Six - Intentional Infliction of Emotional Distress:

Mike Slyman, acting on behalf of American Supply Company through his company Easy Bail Inc. as owner/agent intentionally caused Plaintiff great emotional distress by the actions in counts 1-5. These actions by the Defendants caused the Plaintiff loss of sleep, headaches, panic attacks, nightmares, and great financial problems causing distress. Defendants intentional Breach of Contract and intentional Fraud, as well as the refusal to correct these issues are the sole reasoning for this emotional distress that caused Plaintiff injury. Compensatory and Punitive damages are demanded.

Relief Sought - Compensatory and Punitive damages are sought for all counts in excess of \$15,000⁰⁰.

I Declare under the Penalty of Perjury the foregoing is true and correct to my knowledge.

Dated this

8th day of July 2019



Marlon Brown Plaintiff

Exhibit A

C301675-1

BAIL BOND

In the Las Vegas District Court County of Clark, State of Nevada

STATE OF NEVADA

BAIL BOND POWER NO. AS# 113211

2016 JUN -3 A 11:05
(power of attorney with this number must be attached.)

2016 JUN -3 A 11:05

Vs:

Defendant:

Brown, Marlon

Case No. C 301675

Know all men by these presents:

That we, EASY BAIL LLC, as principal and American Surety Company as the surety, heretofore authorized to transact Bail Bonds in the State of Nevada, are held and bound, to the above court, for payment in the sum of:

three hundred fifty thousand Dollars,

whereof, we bind ourselves, our heirs, executors, administrators, and our successors, and assigns, jointly, severally and firmly, by these presents. The condition of this obligation is such that the said defendant shall appear from day to day and term to term

of said court to answer to the charge(s) of Domestic Battery with use of a deadly weapon (re)
Domestic battery Elton Elson (re), Discharging gun at/into occupied structure/veh/craft (re)
Discharging gun w/ structure/veh w/ prohibit area (re), Dom battery by strangulation (re)
Kidnaping, and degree, Elton, assault w/ DW

And not depart the same without leave, then this obligation to be void, else to remain in full force and effect.

This Bond shall be in full force and effect until any of the following events:

- 1) Exonerated by court order,
- 2) Termination of this case by dismissal or conviction.

Signed and sealed this 26 day of May 20 16

[Signature]

Attorney in fact (signature) (agent)

Subscribed and sworn before me, a notary for the State of Nevada,

This 26 day of May 20 16

Notary Stamp here / Notary signature

[Signature] Notary Public

Approved this _____ day of _____ 20 _____

By: _____

Bonding Company Stamp
EASY BAIL LLC
810 South Main Street
Las Vegas, Nevada 89101
702-478-1500 / Fax 702-405-8284
RECEIVED

JUN 03 2016

CLERK OF THE COURT

CERTIFIED COPY
DOCUMENT ATTACHED IS A
TRUE AND CORRECT COPY
OF THE ORIGINAL ON FILE

[Signature]
CLERK OF THE COURT

OCT 04 2016

Insurance Agency Stamp
American Surety Company
Bail Department
P.O. Box 68932
Indianapolis, Indiana 46268

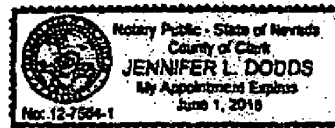


Exhibit 1 of 6

3

Exhibit B

Surrender

NO-SHOW CAUSE HEARING
NO-BENCH WARRANT
YES- IN CUSTODY

BOND SURRENDER
DATE 1/4/12
STANDARD BAIL
OR FINE LEASE
PROBATION
INTELLIGENCE

Exhibit C

Marlon Brown

7 messages

Tracy Brown <tbrown8178@gmail.com>
To: glogue@asc-usi.com

Thu, Jun 15, 2017 at 3:37 PM

Hi Gary!

I spoke Marlon attorney, and he said that he was told Marlon bond had been pulled and was no good.

So could you please give me some clarification on that. I need to know what the status of the bond was on October 3, 2016. When the bond became no good if that is the correct wording.

Thank you!

Tracy Brown
317-800-2212

Virus-free. www.avast.com

Logue, Gary <glogue@asc-usi.com>
To: Tracy Brown <tbrown8178@gmail.com>
Cc: "mike.slyman@gmail.com" <mike.slyman@gmail.com>

Thu, Jun 15, 2017 at 4:35 PM

Ms. Brown-

When Mr. Brown was remanded to custody, Mr. Slyman "off bonded" or pulled his bond – so there is not an American Surety bond in place for Mr. Brown as of that date. A new bond would have to be posted and as Mr. Slyman has indicated, that won't happen without the premium being paid and more collateral taken to secure the bond.

Gary Logue, Vice President
American Surety Company- Underwriters Surety, Inc.
Direct Telephone: 317-860-1897
Direct Facsimile: 317-819-3863
glogue@asc-usi.com

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original.

[Quoted text hidden]

Tracy Brown <tbrown8178@gmail.com>
To: "Logue, Gary" <glogue@asc-usi.com>

Fri, Jun 16, 2017 at 5:47 PM

Good Evening!

Was the bond pulled before Marlon Brown was remanded into custody giving house arrest reason to pick him up?

Thank you!

Tracy Brown
317-800-2212

Logue, Gary <glogue@asc-usi.com>
To: Tracy Brown <tbrown8178@gmail.com>
Cc: Michael Slyman <MIKE.SLYMAN@gmail.com>

Fri, Jun 16, 2017 at 5:49 PM

No, it is my understanding the bond was. It pulled until AFTER Mr. Brown was remanded.

Sent From Gary Logue's iPhone
[Quoted text hidden]

Tracy Brown <tbrown8178@gmail.com>
To: "Logue, Gary" <glogue@asc-usi.com>

Fri, Jun 16, 2017 at 6:04 PM

Ok, thank you....Marion told me to ask that question....do you have the date it was pulled?
[Quoted text hidden]

Logue, Gary <glogue@asc-usi.com>
To: Tracy Brown <tbrown8178@gmail.com>
Cc: Michael Slyman <MIKE.SLYMAN@gmail.com>

Fri, Jun 16, 2017 at 6:27 PM

I do not. Mike probably does.

Sent From Gary Logue's iPhone
[Quoted text hidden]

Tracy Brown <tbrown8178@gmail.com>
To: rdinvestigative@aol.com

Mon, Jul 3, 2017 at 3:23 PM

this is just some communication between myself and surety company.
[Quoted text hidden]

FW: M. BROWN EXON

2 messages

Logue, Gary <glogue@asc-usi.com>
To: Tracy Brown <tbrown8178@gmail.com>
Cc: Michael Slyman <mike.slyman@gmail.com>

Fri, Jun 30, 2017 at 1:40 PM

Tracy-

Below is what Mike sent – I was unable to read the “Register of Action” and our internet virus security would not let me access the link. So, I went to the Court website and printed the attached complete, legible copy. See pages 11 & 12 – motion to exonerate filed 1/5/17 and granted 1/13/17. That must have been known to Marlon and his attorney because on Page 12 there is a Motion for Release on Own Recognizance or in the alternative Motion to set reasonable Bail filed 1/25/17 and that motion denied 1/31/17.

Gary Logue, Vice President
American Surety Company- Underwriters Surety, Inc.
Direct Telephone: 317-860-1897
Direct Facsimile: 317-819-3863
glogue@asc-usi.com

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original.

From: Michael Slyman [mailto:mike.slyman@gmail.com]
Sent: Thursday, June 29, 2017 12:56 PM
To: Logue, Gary <glogue@asc-usi.com>
Subject: M. BROWN EXON

Register of Action		Register of Action	
Date of Action		Date of Action	
Description of Action		Description of Action	
Date of Action		Date of Action	
Description of Action		Description of Action	
Date of Action		Date of Action	
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Marlon Brown Bond Status

4 messages

Tracy Brown <tbrown8178@gmail.com>
To: "Logue, Gary" <glogue@asc-usi.com>

Fri, Jun 30, 2017 at 12:51 PM

Good Afternoon Gary!

I am just following up regarding the exoneration order that Mike Slyman was to have sent to you yesterday. I was wondering did you get it? My guess is no, cause it don't exist. If you do have it, please forward me a copy of the court ordered exoneration.

If not, please send me a letter today stating the the bond is still in full force according to the binding contract of the bail bond signed May 26, 2016. I need this today, as I should have received a call or this notice of bond exonerated today as you promised me yesterday while I was in your office.

I await a response and documentation from you before end of business today, June 30, 2017.

Thank you,

Tracy Brown
317-800-2212

Logue, Gary <glogue@asc-usi.com>
To: Tracy Brown <tbrown8178@gmail.com>

Fri, Jun 30, 2017 at 1:01 PM

Hi Tracy-

Mike sent me an e-Mail link to the exoneration confirmation but Ive not been able to access it – give me just a bit.

Gary Logue, Vice President
American Surety Company- Underwriters Surety, Inc.
Direct Telephone: 317-860-1897
Direct Facsimile: 317-819-3863
glogue@asc-usi.com

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original.

[Quoted text hidden]

Tracy Brown <tbrown8178@gmail.com>
To: "Logue, Gary" <glogue@asc-usi.com>

Fri, Jun 30, 2017 at 1:17 PM

Ok, I will give you a few. But at the same time, tell Mike stop playing games while at the same time he lying and send the court ordered paper.

Also, like I stated yesterday, no one was incarcerated when Mike Slyman revoked Marlon bonf that he was saying at first he had nothing to do with it, until I presented the evidence. So to clarify, 2 of the signees were not incarcerated when Mike Slyman revoked the bond.

But yes, I want the actual copy of the exonerated court order signed by the judge and it needs to be dated prior to June 29, 2017. Marlon hasnt been to court regarding thus bond yet to date, so let me put that up front.

I'm awaiting!

Tracy Brown <tbrown8178@gmail.com>
To: "Logue, Gary" <glogue@asc-usi.com>

Fri, Jun 30, 2017 at 3:38 PM

Hi Gary,

It is now 3:35pm and I just left you a voicemail on your office phone. I have not received this paper via email and if it ever existed, I should have by now forwarded by you. Mike needs to stop acting as if it was done. I have already had legal people search into it unless he went to a judge in another state.

Please send paper today.

Thank you

Tracy Brown
POA for Marion Brown

[Quoted text hidden]

Certificate of Service

I certify that on the date indicated below I served a copy of this Complete Amended Complaint on the following parties by mailing with sufficient postage through First Class mail.

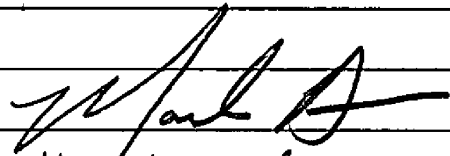
1) Dustin R. Marcella esq / Pitara & Fuma Law offices
601 Las Vegas Blvd South
Las Vegas, Nevada 89101
Attorney for the Defendants

2) Clerk of the Court

200 Lewis Ave

Las Vegas, Nevada 89155-1100

For electronic service on all parties



Marlon Lorenzo Brown #1209358

SDCC P.O. Box 208

Indian Springs, Nevada

89870

Dated this 20th day of August 2019

Marlon Lorenzo Brown # 1209358
SDCC #0. Box 208
Indian Springs, Nevada
89070

SDCC

Clerk of the Court
200 Lewis Ave
Las Vegas, Nevada ~~89101~~
89155-1160

2362199
3763

DISTRICT COURT
CLARK COUNTY, NEVADA



Marlon Brown, Plaintiff(s)

Case No.: A-19-790945-C

vs.

Michael Slyman, Defendant(s)

Department 22

NOTICE OF HEARING

Please be advised that the Plaintiff's Complete Amended Complaint / Motion to Reconsider in the above-entitled matter is set for hearing as follows:

Date: October 15, 2019

Time: 8:30 AM

Location: RJC Courtroom 15D
Regional Justice Center
200 Lewis Ave.
Las Vegas, NV 89101

NOTE: Under NEFCR 9(d), if a party is not receiving electronic service through the Eighth Judicial District Court Electronic Filing System, the movant requesting a hearing must serve this notice on the party by traditional means.

STEVEN D. GRIERSON, CEO/Clerk of the Court

By: /s/ Michelle McCarthy
Deputy Clerk of the Court

CERTIFICATE OF SERVICE

I hereby certify that pursuant to Rule 9(b) of the Nevada Electronic Filing and Conversion Rules a copy of this Notice of Hearing was electronically served to all registered users on this case in the Eighth Judicial District Court Electronic Filing System.

By: /s/ Michelle McCarthy
Deputy Clerk of the Court

IN THE SUPREME COURT OF THE STATE OF NEVADA

MARLON LORENZO BROWN,
Appellant,
vs.
MIKE SLYMAN; EASY BAIL, LLC; AND
AMERICAN SURETY COMPANY,
Respondents.

Supreme Court No. 79340
District Court Case No. A790945

FILED

SEP 23 2019

Elizabeth A. Brown
CLERK OF COURT

CLERK'S CERTIFICATE

STATE OF NEVADA, ss.

I, Elizabeth A. Brown, the duly appointed and qualified Clerk of the Supreme Court of the State of Nevada, do hereby certify that the following is a full, true and correct copy of the Judgment in this matter.

JUDGMENT

The court being fully advised in the premises and the law, it is now ordered, adjudged and decreed, as follows:

"ORDERS this appeal DISMISSED."

Judgment, as quoted above, entered this 23rd day of August, 2019.

IN WITNESS WHEREOF, I have subscribed
my name and affixed the seal of the Supreme
Court at my Office in Carson City, Nevada this
September 17, 2019.

Elizabeth A. Brown, Supreme Court Clerk

By: Sandy Young
Deputy Clerk



A-19-790945-C
CCJD
NV Supreme Court Clerks Certificate/Judge
4864718



CERTIFIED COPY

This document is a full, true and correct copy of
the original on file and of record in my office.

DATE: 9/12/19

Supreme Court Clerk, State of Nevada

By S. Young Deputy

IN THE SUPREME COURT OF THE STATE OF NEVADA

MARLON LORENZO BROWN,
Appellant,
vs.
MIKE SLYMAN; EASY BAIL, LLC; AND
AMERICAN SURETY COMPANY,
Respondents.

No. 79340

FILED

AUG 23 2019

ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY  DEPUTY CLERK

ORDER DISMISSING APPEAL

This is an appeal from the district court's minute order dismissing appellant's complaint. Eighth Judicial District Court, Clark County; Susan Johnson, Judge.

Review of the documents before this court reveals a jurisdictional defect. The district court's minute order is ineffective and not appealable. *State, Div. of Child & Family Serv. v. Eighth Judicial Dist. Court*, 120 Nev. 445, 451-54, 92 P.3d 1239, 1243-45 (2004) ("[D]ispositional court orders that are not administrative in nature, but deal with the procedural posture or merits of the underlying controversy, must be written, signed, and filed before they become effective."); *Rust v. Clark Cty. Sch. Dist.*, 103 Nev. 686, 689, 747 P.2d 1380, 1382 (1987) (stating that the district court's minute order is ineffective and cannot be appealed). To date, it does not appear that the district court has entered a written order, signed

SUPREME COURT
OF
NEVADA

(C) 1947A 

19-35368

by the judge, dismissing appellant's complaint. Accordingly, this court lacks jurisdiction and

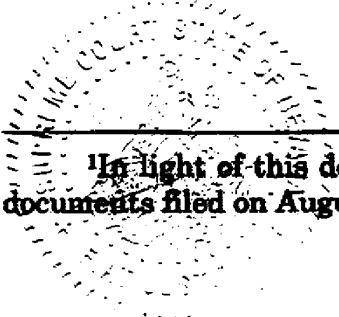
ORDERS this appeal DISMISSED.¹

Pickering, J.
Pickering

Parraguirre, J.
Parraguirre

Cadish, J.
Cadish

cc: Hon. Susan Johnson, District Judge
Marlon Lorenzo Brown
Pitaro & Fumo, Chtd.
Eighth District Court Clerk

In light of this decision, this court takes no action in regard to the documents filed on August 16, 2019.

SUPREME COURT
OF
MINNAPPA

(0) 1947A 

CERTIFIED COPY

This document is a full, true and correct copy of
the original on file and of record in my office.

DATE: 9/17/19
Supreme Court Clerk, State of Nevada

By S. Young Deputy

IN THE SUPREME COURT OF THE STATE OF NEVADA

MARLON LORENZO BROWN,
Appellant,
vs.
MIKE SLYMAN; EASY BAIL, LLC; AND
AMERICAN SURETY COMPANY,
Respondents.

Supreme Court No. 79340
District Court Case No. A790945

REMITTITUR

TO: Steven D. Grierson, Eighth District Court Clerk

Pursuant to the rules of this court, enclosed are the following:

Certified copy of Judgment and Opinion/Order.
Receipt for Remittitur.

DATE: September 17, 2019

Elizabeth A. Brown, Clerk of Court

By: Sandy Young
Deputy Clerk

cc (without enclosures):

Hon. Susan Johnson, District Judge
Marlon Lorenzo Brown
Pitaro & Fumo, Chtd. \ Dustin R Marcello

RECEIPT FOR REMITTITUR

Received of Elizabeth A. Brown, Clerk of the Supreme Court of the State of Nevada, the
REMITTITUR issued in the above-entitled cause, on SEP 23 2019.

Deputy HEATHER UNGERMANN
District Court Clerk

RECEIVED
APPEALS

SEP 23 2019

CLERK OF THE COURT

1

19-38725

Steven D. Grierson

1 MTN
2 DUSTIN R. MARCELLO, ESQ.,
3 Nevada Bar #10134
4 **PITARO AND FUMO LAW OFFICES**
5 601 Las Vegas Blvd. South
6 Las Vegas, Nevada 89101
7 Phone: (702) 474-7554 Fax: (702) 474-4210
8 Email: kristine.fumolaw@gmail.com
9 Attorneys for Defendants Mike Slyman, d/b/a Easy Bail LLC, and American Surety Company

10
11 **DISTRICT COURT**
12
13 **CLARK COUNTY, NEVADA**
14

11 MARLON LORENZO BROWN, an individual,)
12)
13 Plaintiff,)

14 vs.)

CASE NO.: A-19-790945_C
DEPT. NO.: XXII

15 MIKE SLYMAN, an individual;)
16 EASY BAIL, LLC, a Nevada Limited Liability)
17 Company in Nevada, and American Surety)
18 Company)

Opposition to Motion to Reconsider

19 Defendants.)
20)

21 **COMES NOW**, the Defendants Mike Slyman, Easy Bail, LLC., and American Surety
22 Company, by and through their attorney, DUSTIN R. MARCELLO, ESQ., hereby files this
23 opposition to Plaintiff's Motion to reconsider.
24

25
26 ///

1 This motion is based on the complaint, filing and pleadings herein, the attached
2 memorandum of points and authorities and any oral argument deemed necessary by this
3 honorable court.

4
5 Respectfully submitted this 9th day of October 2019.

6
7 /s/ Dustin R. Marcello
8 DUSTIN R. MARCELLO, ESQ.
9 Nevada Bar #10134

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11
12 On March 12, 2019, Plaintiff Marlon Brown filed a complaint against Defendant's Mike
13 Slyman, Easy Bail, LLC, and American Surety Company. The Complaint does not name the
14 cause of action and appears to allege a single cause of fraud. See Plaintiff's Complaint,
15 03/12/2019, at page 1. It is unclear which version of fraud the Complaint is alleging. The
16 Complaint then appears to claim a demand \$15,000 from Mr. Brown. Id., at p. 2.

17
18 Later Mr. Brown filed this instant complaint regarding the same set of operative facts.
19 A hearing was held on July 2, 2019 at which time the Court granted Defendant's motion to
20 dismiss pursuant to 12(b) for Plaintiff's failure to state a claim on which relief could be granted.

21
22 Before Defendant could file an order, Plaintiff filed an appeal with the Nevada Supreme
23 Court. That appeal has since been dismissed. See Plaintiffs Exhibit 2. Additionally, Plaintiff is
24 pursuing a Complaint through the State of Nevada Department of Business and Industry
25 Division of Insurance. See Plaintiff's Exhibit 3. See Plaintiffs Exhibit 3. Plaintiff now ask this
26 Court to reconsider dismissal at the July 2, 2019 hearing. Defendant asks this Court to deny
27 Plaintiff's motion to reconsider/amend and sign the attached Order of Dismissal from the July 2,
28

1 2019 hearing.

2 The demand for relief is \$15,000. This motion to dismiss and/or to strike, and/or for
3 more definite statement follows.

4 **ARGUMENT**

5
6 **PLAINTIFF FAILS TO STATE A BASIS FOR RELIEF AND DOES NOT SHOW
7 GOOD CAUSE FOR AMENDMENT OF HIS COMPLAINT**

8 Plaintiff provides no statement of why the Court should permit amendment of his
9 Complaint or even what has been amended to establish a claim.

10 NRCP 15 provides for amending supplemental pleadings

11 (a) Amendments Before Trial

12 (1) Amending as a Matter of Course. A party may amend its pleading once as a
13 matter of course within:

14 (A) 21 days after serving it, or

15 (B) if the pleading is one to which a responsive pleading is required, 21
16 days after service of a responsive pleading or 21 days after service of a
17 motion under Rule 12(b), (c), or (f), whichever is earlier.

18 (2) Other Amendments. In all other cases, a party may amend its pleading only
19 with the opposing party's written consent or the court's leave. The court should
20 freely give leave when justice so requires.

21 (3) Time to Respond. Unless the court orders otherwise, any required response to
22 an amended pleading must be made within the time remaining to respond to the
23 original pleading or within 14 days after service of the amended pleading,
24 whichever is later.

25 It seems clear that Plaintiff's main complaint is in regards to the handling of a bail bonds
26 contract that is specifically under the jurisdiction of the Division of Insurance and currently
27 being addressed on his behalf. However, his Complaint in this case does not allege all of the
28 elements or assert facts in support of any recognizable legal claim. This was the basis for
dismissal but justice does not require reconsider or allowing amendment because Plaintiff may

1 still pursue his claims through a proper claim with the Division of Insurance which is currently
2 pending hearing. Accordingly, it is respectfully requested that Plaintiff's motion be denied.
3

4
5 **CONCLUSION**

6 Based on the foregoing it is respectfully requested the Court Deny Plaintiff's Motion to
7 Reconsider/Amend.
8

9
10 Respectfully submitted this 9th day of October 2019.

11 /s/ Dustin R. Marcello
12 DUSTIN R. MARCELLO, ESQ.
13 Nevada Bar #10134
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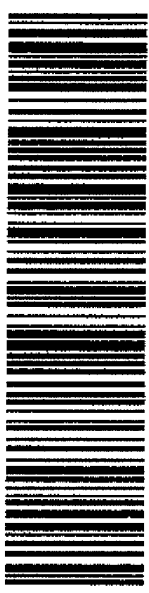
1
2 **CERTIFICATE OF MAILING**

3 I certify that on the 9th day of October 2019, I served the forgoing Opposition to
4 Plaintiff's Motion to Reconsider or Amend by depositing for mailing a copy thereof, U.S. first
5 class mail, and USPS Certificate of Mailing (attached hereto as Exhibit A) to the following
6 persons at the following addresses:
7

8 Marlon Lorenzo Brown ID#: 2633113
9 c/o Clark County Detention Center
330 S. Casino Center Boulevard
Las Vegas, Nevada 89101
10

11 **PITARO & FUMO, CHTD.**

12 By: /s/ Kristine Tacata
13 Kristine Tacata – An employee of
14 Pitaro & Fumo, Chtd.
15
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 UNITED STATES POSTAL SERVICE®		Click-N-Ship®	
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SHIP TO: MARLON LORENZO BROWN, ID 2633113 C/O CLARK COUNTY DETENTION CENTER 330 S CASINO CENTER BLVD LAS VEGAS NV 89101-6102			
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Electronic Rate Approved #038555749			

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Trans. #: 474413889 Print Date: 10/09/2019 Ship Date: 10/09/2019 Expected Delivery Date: 10/10/2019	Priority Mail® Postage: \$7.35 Total: \$7.35
From: PTIARO & FUMO, CHTD. 601 LAS VEGAS BLVD S LAS VEGAS NV 89101-6623	
To: MARLON LORENZO BROWN, ID 2633113 C/O CLARK COUNTY DETENTION CENTER 330 S CASINO CENTER BLVD LAS VEGAS NV 89101-6102	
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1 ODWP

2 DISTRICT COURT

3 CLARK COUNTY, NEVADA

4
5 MARLON LORENZO BROWN, an
6 individual,

Case No. A-19-790945-C
Dept. No. XXII

7 Plaintiff,

8 Vs.

9 MIKE SLYMAN, an individual; EASY
10 BAIL, LLC, a Nevada Limited Liability
11 Company in Nevada, and AMERICAN
SURETY COMPANY,

12 Defendants.

13 **ORDER FOR DISMISSAL WITHOUT PREJUDICE**

14 This matter concerning the Motion to Dismiss or Motion to Strike Pursuant to NRCP 12 filed
15 by Defendants MIKE SLYMAN, EASY BAIL, LLC and AMERICAN SURETY COMPANY on
16 May 30, 2019 came on for hearing on the 2nd day of July 2019 at the hour of 8:30 a.m. before
17 Department XXII of the Eighth Judicial District Court, in and for Clark County, Nevada, with
18 JUDGE SUSAN JOHNSON presiding; Plaintiff MARLON LORENZO BROWN made no
19 appearance; Defendants MIKE SLYMAN, EASY BAIL, LLC and AMERICAN SURETY
20 COMPANY appeared by and through their attorney, DUSTIN R. MARCELLO, ESQ. of the law
21 firm, PITARO AND FUMO LAW OFFICES. Having reviewed the papers and pleadings on file
22 herein, heard oral arguments of counsel and found good cause therefore,
23

24
25 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** the Motion to Dismiss or
26 Motion to Strike Pursuant to NRCP 12 filed by Defendants MIKE SLYMAN, EASY BAIL, LLC
27 and AMERICAN SURETY COMPANY on May 30, 2019 is granted given Plaintiff's failure to state
28

SUSAN H. JOHNSON
DISTRICT JUDGE
DEPARTMENT XXII

1 his fraud claim with particularity as required by Rule 9(b) of the Nevada Rules of Civil Procedure
2 (NRCP); and

3 **IT IS FURTHER ORDERED, ADJUDGED AND DECREED** Plaintiff MARLON
4 LORENZO BROWN'S Complaint filed March 12, 2019 is dismissed *without prejudice*.

5 DATED this 9th day of October 2019.

6
7 
8 SUSAN H. JOHNSON, DISTRICT COURT JUDGE

9 **CERTIFICATE OF SERVICE**

10 I hereby certify, on the 9th day of October 2019, I electronically served (E-served), placed
11 within the attorney's folder located on the first floor of the Regional Justice Center or mailed a true
12 and correct copy of the foregoing to the following party and attorney of record, and first-class
13 postage was fully prepaid thereon:

14
15 MARLON LORENZO BROWN
16 Inmate I.D. 1209358
17 c/o SOUTHERN DESERT CORRECTIONAL CENTER
18 P.O. Box 208
19 Indian Springs, Nevada 89070-0208

20 DUSTIN R. MARCELLO, ESQ.
21 PITARO AND FUMO LAW OFFICES
22 601 Las Vegas Boulevard South
23 Las Vegas, Nevada 89101
24 Kristine.fumolaw@gmail.com

25
26 
27 Laura Banks, Judicial Executive Assistant

28
SUSAN H. JOHNSON
DISTRICT JUDGE
DEPARTMENT XXII

Banks, Laura

From: Banks, Laura
Sent: Thursday, October 24, 2019 9:32 AM
To: 'kristine.fumolaw@gmail.com'
Subject: RE: A790945 Brown v. Slyman

Also, please pay your outstanding \$223.00 filing fee prior to resubmitting the Order.

Laura Banks
Judicial Executive Assistant
To the Honorable Susan H. Johnson
Eighth Judicial District Court, Dept XXII
(702) 671-0547

From: Banks, Laura
Sent: Monday, October 21, 2019 1:53 PM
To: 'kristine.fumolaw@gmail.com'
Subject: A790945 Brown v. Slyman

Please make corrections as indicated on your Order and resubmit.

Laura Banks
Judicial Executive Assistant
To the Honorable Susan H. Johnson
Eighth Judicial District Court, Dept XXII
(702) 671-0547

*Just Filed
at File Please*

ORIGINAL

1 **ORD**

2 DUSTIN R. MARCELLO, ESQ.,

3 Nevada Bar #10134

4 **PITARO AND FUMO LAW OFFICES**

5 601 Las Vegas Blvd. South

6 Las Vegas, Nevada 89101

7 Phone: (702) 474-7554 Fax: (702) 474-4210

8 Email: kristine.fumolaw@gmail.com

9 Attorneys for Defendants Mike Slyman, d/b/a Easy Bail LLC, and American Surety Company

10 **DISTRICT COURT**
11 **CLARK COUNTY, NEVADA**

12 MARLON LORENZO BROWN, an individual,)

13 Plaintiff,)

14 vs.)

CASE NO.: A-19-790945_C

DEPT. NO.: XXII

15 MIKE SLYMAN, an individual;)

16 EASY BAIL, LLC, a Nevada Limited Liability)

17 Company in Nevada, and American Surety)

18 Company)

ORDER

19 Defendants.)

20 THIS MATTER having come before the Court on October 15, 2019 on Plaintiff's
21 Motion to Reconsider the July 2, 2019, ^{decision} granting of Defendant's Motion to Dismiss Complaint
22 for failure to state a claim, and the Court having consider the briefs and filings with the Court
23 does hereby Order Plaintiff's ^{motion to Reconsider} ~~Complaint dismissed~~ **DENIED**

24 DATED this ____ day of _____.

25 _____
DISTRICT COURT JUDGE

26 Submitted by:

27 /s/ Dustin R. Marcello

28 DUSTIN R. MARCELLO, ESQ.

Nevada Bar #10134

Steven D. Grierson

1 Marlon Lorenzo Brown #1209358
2 In Propria Personam
3 Post Office Box 208, S.D.C.C.
4 Indian Springs, Nevada 89018

5 IN THE Eighth JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
6 IN AND FOR THE COUNTY OF Clark

8
9 Marlon Brown
10 Plaintiff,
11 vs. Mike Slyman
12 Easy Bail LLC
13 American Surety Company
14 Defendant.

Case No. A-19-790945-C
Dept. No. XXII
Docket _____

15
16 **NOTICE OF APPEAL**

17 NOTICE IS HEREBY GIVEN, That the Petitioner/Defendant,
18 Marlon Brown, in and through his proper person, hereby
19 appeals to the Supreme Court of Nevada from the ORDER denying and/or
20 dismissing the

21 Civil Complaint, Motion to reconsider/Complete Amended
22 Complaint
23 ruled on the 15th day of October, 20 19.

24
25 Dated this 24th day of October, 20 19.

Respectfully Submitted,

[Signature]

RECEIVED

8 OCT 30 2019

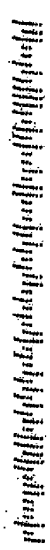
CLERK OF THE COURT

2

Marlon Lorenzo Brown #1899358
SDCC P.O. Box 208
Indian Springs, Nevada
89070

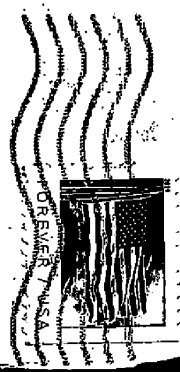
Clerk of the Court
208 Lewis Ave
Las Vegas, Nevada
89155-1168

89101-630000



LAS VEGAS NV 890

28 OCT 2019 PM 4 L



Marlon Brown, #1209358
Petitioner/In Propria Persona
Post Office Box 208, SDCC
Indian Springs, Nevada 89070-0208

Steven D. Grierson

Eight
IN THE 8th JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA
IN AND FOR THE COUNTY OF Clark

Marlon Brown
Plaintiff,
vs. Mike Slyman
Easy Bail Inc
American Surety Company
Defendant.

CASE No. A-19-790945-C
DEPT. No. XX11

DESIGNATION OF RECORD ON APPEAL

TO: Clerk of the Court
300 Lewis Ave
Las Vegas, Nevada
89155-1160

The above-named Plaintiff hereby designates the entire record of the above-entitled case, to include all the papers, documents, pleadings, and transcripts thereof, as and for the Record on Appeal.

DATED this 24th day of October, 2019.

RESPECTFULLY SUBMITTED BY:

Marlon Brown
Marlon Brown # 1209358
Plaintiff/In Propria Persona

RECEIVED
OCT 30 2019
CLERK OF THE COURT

#410



1 ASTA

2
3
4
5
6 **IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE**
7 **STATE OF NEVADA IN AND FOR**
8 **THE COUNTY OF CLARK**

9 MARLON BROWN,

10 Plaintiff(s),

11 vs.

12
13 MICHAEL SLYMAN; EASY BAIL, LLC;
14 AMERICAN SURETY CO.,

15 Defendant(s),

Case No: A-19-790945-C

Dept No: XXII

16
17 **CASE APPEAL STATEMENT**

18 1. Appellant(s): Marlon Brown

19 2. Judge: Susan Johnson

20 3. Appellant(s): Marlon Brown

21 Counsel:

22
23 Marlon Brown #1209358
24 P.O. Box 208
Indian Springs, NV 89070

25 4. Respondent (s): Michael Slyman; Easy Bail, LLC; American Surety Co.

26 Counsel:

27 Dustin R. Marcello, Esq.
28 601 Las Vegas Blvd., South

Las Vegas, NV 89101

5. Appellant(s)'s Attorney Licensed in Nevada: N/A
Permission Granted: N/A

Respondent(s)'s Attorney Licensed in Nevada: Yes
Permission Granted: N/A

6. Has Appellant Ever Been Represented by Appointed Counsel In District Court: No

7. Appellant Represented by Appointed Counsel On Appeal: N/A

8. Appellant Granted Leave to Proceed in Forma Pauperis**: Yes, March 12, 2019
***Expires 1 year from date filed*
Appellant Filed Application to Proceed in Forma Pauperis: N/A
Date Application(s) filed: N/A

9. Date Commenced in District Court: March 12, 2019

10. Brief Description of the Nature of the Action: Unknown

Type of Judgment or Order Being Appealed: Dismissal

11. Previous Appeal: Yes

Supreme Court Docket Number(s): 79340

12. Child Custody or Visitation: N/A

13. Possibility of Settlement: Unknown

Dated This 4 day of November 2019.

Steven D. Grierson, Clerk of the Court

/s/ Heather Ungermann

Heather Ungermann, Deputy Clerk
200 Lewis Ave
PO Box 551601
Las Vegas, Nevada 89155-1601
(702) 671-0512

cc: Marlon Brown

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

May 29, 2019

A-19-790945-C Marlon Brown, Plaintiff(s)
vs.
Michael Slyman, Defendant(s)

May 29, 2019 3:00 AM Minute Order

HEARD BY: Johnson, Susan **COURTROOM:** Chambers

COURT CLERK:
Jill Chambers

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Having examined Plaintiff's Motion for Reconsideration/ Amend Cause of Action in Complaint to BREECH (sic) of CONTRACT FILED July 9, 2018, noted the motion was not served upon Defendants and no request for hearing was made, and there is good cause therefore, COURT ORDERS Plaintiff's Motion for Reconsideration/ Amend Cause of Action in Complaint to BREECH (sic) of CONTRACT FILED July 9, 2018 is denied WITHOUT PREJUDICE.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

July 02, 2019

A-19-790945-C Marlon Brown, Plaintiff(s)
vs.
Michael Slyman, Defendant(s)

July 02, 2019 8:30 AM Motion to Dismiss

HEARD BY: Johnson, Susan **COURTROOM:** RJC Courtroom 15D

COURT CLERK: Christopher Darling

RECORDER: Norma Ramirez

REPORTER:

PARTIES

PRESENT: Marcello, Dustin R. Attorney

JOURNAL ENTRIES

- Matter of Defts' Motion to Dismiss or Motion to Strike Pursuant to NRCP 12. Matter submitted. COURT ORDERED, case DISMISSED WITHOUT PREJUDICE under Rule 9(b); Mr. Marcello to prepare the order. Mr. Marcello advised this is a second complaint for same transaction. Court noted no claim preclusion issue.

**DISTRICT COURT
CLARK COUNTY, NEVADA**

Other Civil Matters

COURT MINUTES

July 22, 2019

A-19-790945-C Marlon Brown, Plaintiff(s)
vs.
Michael Slyman, Defendant(s)

July 22, 2019 3:00 AM Minute Order

HEARD BY: Johnson, Susan **COURTROOM:** Chambers

COURT CLERK:
Shannon Emmons

RECORDER:

REPORTER:

**PARTIES
PRESENT:**

JOURNAL ENTRIES

- Having examined Plaintiff s Motion for Reconsideration/ Amend Cause of Action in Complaint to BREECH (sic) of CONTRACT FILED July 9, 2018, noted the motion was not served upon Defendants and no request for hearing was made, and there is good cause therefore, COURT ORDERS Plaintiff s Motion for Reconsideration/ Amend Cause of Action in Complaint to BREECH (sic) of CONTRACT FILED July 9, 2018 is denied WITHOUT PREJUDICE.

CLERK'S NOTE: A copy of this minute order was placed in the attorney folder(s) of: Dustin Marcello, Esq. and mailed to Marlon Brown #1209358 SDCC PO Box 208, Indian Springs, NV 89070

October 15, 2019

161

Certification of Copy and Transmittal of Record

State of Nevada }
County of Clark } SS:

Pursuant to the Supreme Court order dated February 5, 2020, I, Steven D. Grierson, the Clerk of the Court of the Eighth Judicial District Court, Clark County, State of Nevada, do hereby certify that the foregoing is a true, full and correct copy of the complete trial court record for the case referenced below. The record comprises one volume with pages numbered 1 through 161.

MARLON BROWN,

Plaintiff(s),

vs.

MICHAEL SLYMAN; EASY BAIL, LLC;
AMERICAN SURETY CO.,

Defendant(s),

Case No: A-19-790945-C

Dept. No: XXII

now on file and of record in this office.

IN WITNESS THEREOF, I have hereunto
Set my hand and Affixed the seal of the
Court at my office, Las Vegas, Nevada
This 21 day of February 2020.

Steven D. Grierson, Clerk of the Court



Amanda Hampton, Deputy Clerk